Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 1 - PINS Section 55 Notification letter

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

The Planning Inspectorate

National Infrastructure Planning
Temple Quay House
2 The Square
Bristol, BS1 6PN

Customer Services: 0303 444 5000
e-mail: railcentral@pins.gsi.gov.uk

Mr D James
Turley

By email only

Your Ref:

Our Ref: TR050004

Date: 19 October 2018

Dear Mr James,

Planning Act 2008 (as amended) – Section 55

Application by Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l for an Order Granting Development Consent for the Rail Central Rail Freight Interchange and Highway Works Proposal

Notification of decision not to accept an application for Examination for an Order Granting Development Consent

I refer to the above application for an Order granting development consent made under section 37(2) of the Planning Act 2008 (PA2008) and received by the Planning Inspectorate on behalf of the Secretary of State on 21 September 2018.

Under section 55 of PA2008 the Secretary of State considers that the application cannot be accepted as it is not of a standard that the Secretary of State considers satisfactory (s55(3)(f)). The inconsistencies between certain documents and plans, conflicting internal references between and within documents and some inconsistencies between the hard and electronic copy submitted make the application insufficiently clear. The main items identified are as follows:

Limits of deviation
Works Plans and Draft Development Consent Order (DCO)

Article 5(1)(a) in the draft DCO refers to the limits of deviation shown on the works plans, however the Key to the works plans does not include any reference to limits of deviation and these do not appear to be shown on the works plans.

As drafted, the limits of deviation would be determined with reference to the extent of any limits of deviation shown on the works plans. If the plans do not show this, then there is uncertainty over what is being applied for.

Description of development

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Works 1 and 3 in the draft DCO refer to Regulation 6(2) of the APFP Regulations and Document 2.28 in error.

Work 4 is described as a train maintenance depot within the draft DCO, however the work does not describe any railway track construction.

Work 11 in the draft DCO refers to the framework plan Document 7.8, however this document does not refer to the lorry park described in Work 11.

Works 12A and 12B in the draft DCO describe landscaping surrounding Work 10. However the areas for works 12A and 12B are not in the same vicinity as Work 10.

Works 14 and 15 in the draft DCO refer to Regulation 6(2) of the APFP Regulations and Document 2.28 in error.

Work 19 in the draft DCO refers to Document 2.29 which is a general arrangement plan for Northampton Road which does not match the work described.

Works 22 and 23 in the draft DCO refer to Document 2.24 in error.

The location of the bus depot is not visible on the hard copy Parameters Plan 2.14 Sheets 1 and 2. On the electronic copy the bus depot outline is in a CAD layer of the drawing which is not visible in the normal view which would appear to a potential Interested Party when published.

Certification of plans

Article 5(1)(b) and (c) of the draft DCO ('Parameters of Authorised Development') refers to the Regulation 6(2) plans (of the APFP Regulations). However these plans are not listed to be certified in either Article 2 ('Interpretation') or Article 45 ('Certification of plans etc').

In respect of Work 2, reference is made to Illustrative Rail Interchange Drawings; Article 2 ('Interpretation') states that these will be certified, however they are not listed in Article 45.

Matters Relating to the Environmental Statement (ES)

Chapter 14 states that it is accompanied by Figure 14.2a (Statutory Designated Sites); Figure 14.2b (Non-statutory Designated Sites); and Figure 14.3 (Phase 1 Habitat Survey Maps); however these are not presented within the Chapter or the wider submission documents. They are not listed on the schedule of documents (Doc 1.4).

Although Document 6.1.14.1 provides the relevant information, the scale/resolution is poor, and the key is unclear. Doc 2.9 also depicts statutory

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and non-statutory nature conservation site information; however it is noted the sites identified do not match Doc 6.1.14.1. Different buffer zones have been applied in these documents, however this has not been explained in the key or put into the context of the ES (because these figures are not referred to in the assessment of effects on designated sites). The M1 Junction 15a proposed Order limits are shown in black on the statutory sites figure in Doc 2.9 but this is not explained by the key and they are not clearly legible.

Statutory sites are not labelled on the figures presented in either document. With respect to the assessment in Chapter 14, sites appear to have been assessed but as Chapter 14 does not refer to the other figures above, only to the missing figures 14.2a and 14.2b, and the figures do not name the statutory sites, the assessment is difficult to verify.

Appendix A within Doc 6.1.13.1 contains a key features plan in which the red line boundary of the main Strategic Rail Freight Interchange (SRFI) site differs to the red line boundary included in the location plan (Doc 2.1) submitted with the application, regarding land in the south west corner of the site.

The part of Doc 6.1.13.1 relating to the J15a site does not contain a map of the red line boundary around that site.

The Parameters Plans and other plans on which the assessment of the J15a Nationally Significant Infrastructure Project is based are reproduced in Appendix 5.1 (Document 6.1.5.1). However, the Appendix 5.1 plans do not include the Parameters Plans which show cross sections or contours (Document 2.28.6 and 2.28.7). The Parameter Plan (Document 2.28.1) does not show a red line boundary. The ES refers to Works Plan No. 10 which does show the red line boundary but does not show the junction works).

In reaching his decision as to whether an application is of a satisfactory standard, the Secretary of State must have regard to (inter alia) the extent to which the Applicant has followed any applicable guidance given under section 37(4) of PA2008 (section 55(5A)(b)). In relation to the application documents referred to above, the Secretary of State has concluded that the Applicant has not sufficiently followed this guidance. For example, paragraph 6 of the Government's Application Form Guidance states that the information must be sufficient "*to appropriately consider the proposal*".

Should the Applicant choose to re-submit, they are advised to ensure that all documents are submitted both electronically and in hard copy, that they are identical, and that the correct information is included in the appendices for each relevant document.

We would also encourage you to meet with us so we can advise how best to address the issues to help facilitate a new application at the earliest opportunity.

Yours sincerely

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Simone Wilding

Simone Wilding
Head of Major Casework Management
For and on behalf of the Secretary of State for the Ministry of Housing, Communities and Local Government

This communication does not constitute legal advice.
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Rail Central
Northamptonshire

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Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 2 - Amendments to the Resubmitted DCO application for Rail Central

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange and Highway Order 201[x]

Amendments to the Resubmitted DCO Application

PINS Reference Number:
TR050004

Document Reference: 1.7

Regulation Number: Reg 5(q)

Version 1.0

Planning Act 2008 | Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

The Rail Central Rail Freight Interchange and Highway Order 201X

Document 1.7 – Amendments to the Resubmitted DCO Application

Ashfield Land Management Limited and Gazeley GLP Northampton s.à.r.l.

Regulation: 5(2)(q)

October 2018

Turley

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1. Introduction

1.1 Ashfield Land Management Limited and Gazeley GLP Northampton s.à.r.l. (the 'Applicant') submitted a Development Consent Order (DCO) application for a Strategic Rail Freight Interchange (SRFI) to the Planning Inspectorate (PINS) on 21 September 2018. On 19 October 2018 PINS, on behalf of the Secretary of State, provided a Section 55 notification confirming that the DCO application was not accepted.

1.2 The Section 55 notification gave reasons for the Secretary of State's decision. This document sets out the reasons for non-acceptance identified by the Secretary of State and provides a summary response confirming how these matters have been addressed (where appropriate) within the revised submission.

2. Response to Section 55 Notification

2.1 Table 2.1 below sets out the reasons for non-acceptance contained in the Section 55 Notification and a summary of the corresponding amendments that have been made to the revised DCO application to address the reasons for non-acceptance.

Table 2.1: Section 55 Advice and Amendments to the Rail Central DCO Application

Comment		Amendments made in resubmitted documentation/ comments	Document Number
i. Limits of deviation – Works Plans and DCO (Regulation 5(2)(b))			
1	Article 5(1)(a) refers to the limits of deviation shown on the works plans, however the Key to the works plans does not include any reference to limits of deviation and these do not appear to be shown on the works plans.	Article 5(1)(a) has been deleted from the revised draft DCO and the article has been amended to clarify that only vertical limits of deviation are sought, and only in relation to highway and railway works. The revised Explanatory Memorandum has been updated to clarify the use of limits of deviation at Section 6.	Documents 3.1 and 3.2
2	As drafted, the limits of deviation would be determined with reference to the extent of any limits of deviation shown on the works plans. If the plans do not show this, then there is uncertainty over what is being applied for.	The revised Explanatory Memorandum has been updated to clarify the use of limits of deviation at Section 6 and this has also been clarified by the amendments made to Article 5.	Documents 3.1 and 3.2
ii. Description of development (Regulation 5(2)(j))			
3	Works 1 and 3 in the draft DCO refer to Regulation 6(2) of	In relation to Works 1 and 3, Schedule 1 of the	

	the AFPF Regulations and Document 2.28 in error.	revised draft DCO has been amended to refer to the general arrangement as shown on the Illustrative Rail Interchange Drawings (as defined in the draft DCO).	
4	Work 4 is described as a train maintenance depot within the draft DCO, however the work does not describe any railway track construction.	Works No.4 in Schedule 1 of the revised draft DCO has been amended to include a new paragraph 4(2) which includes *the construction of new rail tracks and associated rail infrastructure to connect with the rail tracks in Work Nos. 1 and 2 and the train maintenance depot.* This inclusion clarifies that new rail tracks will run through this area as set out in the Rail Interchange illustrative general arrangement plans (Document 2.20).	Document 3.1
5	Work 11 in the draft DCO refers to the framework plan Document 7.8, however this document does not refer to the lorry park described in Work 11.	The words "*as shown on the framework plan Document 7.8 and*" have been deleted from the revised draft DCO.	Document 3.1
6	Work 12A & 12B – Describes landscaping surrounding work 10 but the areas for work 12A are not in the same vicinity as work 10.	The words "*surrounding the development comprising Work No. 10"* have been deleted from the description of Work Nos. 12A and 12B in Schedule 1 of the revised draft DCO. The location of works 12A and 12B is depicted in the Work plans (Document 2.4). The Explanatory Memorandum has also been updated to clarify that Work No. 12A relates to landscaping and habitat creation throughout the Main Site and that Work No. 12B relates to landscaping and	Document 3.1

		habitat creation to the east of the Northampton Loop Line.	
7	Works 14 and 15 in the draft DCO refer to Regulation 6(2) of the APFP Regulations and Document 2.28 in error.	The revised draft DCO has been updated to refer to: • The general arrangement of Work No. 14 (which relates to the site access junction) as shown in Document 2.27; and • The general arrangement of Work No. 15 (which relates to the underpass at Northampton Road linking the eastern and western parts of the Main SRFI site) as shown in Document 2.29.	Document 3.1
8	Work 19 in the draft DCO refers to Document 2.29 which is a general arrangement plan for Northampton Road which does not match the work described.	The revised draft DCO has been amended to refer to Document 2.42. Amendments have also been made to the Explanatory Memorandum to refer to the key plan for the Works Plans (Document RC-ALG-PLN-2.4) which identifies the relevant Works Plan within the Works Plan series. For example, the key plan identifies that Work No. 19 is shown on Works Plan RC-ALG-PLN-2.4-W19.	Document 3.1
9	Work 22 & 23 in the draft DCO refer to Document 2.24 in error.	The draft DCO has been amended to refer to Documents 2.39 and 2.40 respectively.	Document 3.1
10	The location of the bus depot is not visible on the hard copy Parameters Plan 2.14 Sheets 1 and 2. On the electronic copy the bus depot outline is in a CAD layer of	The Applicant has revised the Parameters Plans (Document 2.14), to correct the layering error and to identify the location of the bus	Document 3.1

	the drawing which is not visible in the normal view which would appear to a potential Interested Party when published.	interchange.	
iii. Certification of Plans			
11	Article 5(1)(b) and (c) of the draft DCO ('Parameters of Authorised Development') refers to the Regulation 6(2) plans (of the APFP Regulations). However these plans are not listed to be certified in either Article 2 ('Interpretation') or Article 45 ('Certification of plans etc.').	Article 45 of the draft DCO has been amended to include the Regulation 6(2) plans (Document 2.28) in the list of certified plans. Article 2 of the draft DCO defines the Regulation 6(2) plans as those certified for the purposes of the Order.	Document 3.1
12	In respect of Work 2, reference is made to Illustrative Rail Interchange Drawings; Article 2 ('Interpretation') states that these will be certified, however they are not listed in Article 45.	Article 45 has been amended to include "the Illustrative Rail Interchange Drawings" as certified documents.	Document 3.1
iv. Environmental Statement (Regulation 5(2)(e))			
13	Chapter 14 states that it is accompanied by Figure 14.2a (Statutory Designated Sites); Figure 14.2b (Non-statutory Designated Sites); and Figure 14.3 (Phase 1 Habitat Survey Maps); however these are not presented within the Chapter or the wider submission documents. They are not listed on the schedule of documents (Doc 1.4).	Figures relating to Chapter 14 of the Environmental Statement have been provided within the revised Rail Central DCO submission. Document 1.4 and Document 1.1 have been updated to provide reference to the Figures as part of the submission.	Document 6.1.14.15 – 6.1.14.22 Document 1.1 Document 1.4
14	Although Document 6.1.14.1 provides the relevant information, the scale/resolution is poor, and the key is unclear. Doc 2.9 also depicts statutory and non-statutory nature conservation site information; however it is noted the sites identified do not match Doc 6.1.14.1. Different	The resolution and key of the plan within the Appendix of Document 6.1.14.1 has been updated. The sites identified in Document 2.9 match the sites identified in the Appendix of Document 6.1.14.1.	Document 6.1.14.1 Document 2.9

	buffer zones have been applied in these documents, however this has not been explained in the key or put into the context of the ES (because these figures are not referred to in the assessment of effects on designated sites). The M1 Junction 15a proposed Order limits are shown in black on the statutory sites figure in Doc 2.9 but this is not explained by the key and they are not clearly legible.	Document 2.9 and Document 6.1.14.1 have been amended to make it clear that the same buffer zones have been applied. The Order limits for Junction 15a have now been provided as a red line on Document 2.9.	
15	Statutory sites are not labelled on the figures presented in either document. With respect to the assessment in Chapter 14, sites appear to have been assessed but as Chapter 14 does not refer to the other figures above, only to the missing figures 14.2a and 14.2b, and the figures do not name the statutory sites, the assessment is difficult to verify.	Document 6.1.14.1, Document 2.9 and Document 6.1.14.16 have been updated to include a label and note of the statutory sites. The referencing of the sites on the figures corresponds to the referencing used within chapter 14 of the ES.	Document 6.1.14.1 Document 2.9 Document 6.1.14.16
16	Appendix A within Doc 6.1.13.1 contains a key features plan in which the red line boundary of the main Strategic Rail Freight Interchange (SRFI) site differs to the red line boundary included in the location plan (Doc 2.1) submitted with the application, regarding land in the south west corner of the site.	The redline boundary depicted within Document 6.1.13.1 has been updated. Document 6.1.13.1 is now consistent with the Location Plan at Document 2.1 of the DCO application.	Document 6.1.13.1
17	The part of Doc 6.1.13.1 relating to the J15a site does not contain a map of the red line boundary around that site.	Document 6.1.13.1 has been updated. The Section relating to the J15a site now contains the redline boundary around this site.	Document 6.1.13.1
18	The Parameters Plans and other plans on which the assessment of the J15a Nationally Significant Infrastructure Project is based are reproduced in Appendix 5.1	The assessment of the J15a works is based on the plans contained in Appendix 5.1 (Document 6.1.5.1) from which the parameters for the	Document 6.1 (Chapter 5)

	(Document 6.1.5.1). However, the Appendix 5.1 plans do not include the Parameters Plans which show cross sections or contours (Document 2.28.6 and 2.28.7). The Parameter Plan (Document 2.28.1) does not show a red line boundary. The ES refers to Works Plan No. 10 which does show the red line boundary but does not show the junction works).	Rochdale Envelope have been drawn. Appendix 5.1 does not contain the Proposed Contours (RC-ALG-PLN-2.28.6) or the Cross Sections (RC-ALG-PLN-2.28.7) because this will form part of the detailed design. The Parameters Plan (RC-ALG-PLN-2.28.1) ensures that the detailed design of the contours and sections for the J15a Works must fall within the Rochdale Envelope assessed. Chapter 5 of the ES has been updated to explain this approach. The Parameter Plan for the J15a Works (Document 2.28.1) has been updated to show the Order Limits, as well as containing the detail of the junction works themselves.	

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The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 3 - Rail Central Northampton Gateway Interrelationship Report

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange and Highway Order 201[x]

Northampton Gateway Interrelationship Report

PINS Reference Number:
TR050004

Document Reference: 7.20

Regulation Number: Reg 5(2)(q)

September 2018

Version 1.0

Planning Act 2008 | Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

DELIVERY OF RAIL CENTRAL AND NORTHAMPTON GATEWAY: INTER-RELATIONSHIP REPORT (THE REPORT)

1. EXECUTIVE SUMMARY

1.1 This Report forms part of the suite of application documents to be submitted for the Rail Central Strategic Rail Freight Interchange (**Rail Central**) project (Application Reference: TR050004), which is a Nationally Significant Infrastructure Project (**NSIP**) under the Planning Act 2008. An NSIP application for the Northampton Gateway Rail Freight Interchange (Application Reference: TR050006), sited on land neighbouring Rail Central, was accepted by the Secretary of State on 15 June 2018. Both projects referenced together in this note are described as the **Projects**.

1.2 Certain areas of the order limits for the Projects overlap. It is therefore necessary to consider whether both Projects could be delivered, should the Secretary of State determine that development consent should be granted for both Projects. Consideration should also be given to any mechanisms required to be secured in the Development Consent Orders (**DCO**) for both Projects to ensure their efficient and effective delivery, including that delivery of one project does not frustrate or delay delivery of the other.

1.3 The purpose of this Report is to set out the inter-relationship of Rail Central and Northampton Gateway (**NG**) and how both Projects could be delivered in practice. In particular, the Report considers the proposed mechanisms that are secured by the Rail Central draft DCO and the provisions which Rail Central will seek to have included in the NG DCO, in order to achieve this.

1.4 Rail Central has been designed in such a way that it can be delivered independently or can accommodate the delivery of NG. Whilst the order limits for Rail Central and NG overlap in a limited number of locations, the infrastructure proposed by the Projects in these locations is complementary and can be aligned to achieve a common purpose. Accordingly, much of the inter-relationship between the Projects can be governed through requirements, and the approval of plans referred to in requirements.

1.5 Rail Central will seek the inclusion of protective provisions in the NG DCO in order to accommodate the necessary flexibility and to ensure appropriate co-operation between the parties to enable Rail Central and NG to be delivered in parallel.

2. BACKGROUND

2.1 Ashfield Land Management Limited and Gazeley GLP Northampton s.à.r.l. (referred to in this document as the **Rail Central Applicant**) are applying for a DCO for Rail Central, which is a proposed new SRFI in Northamptonshire.

2.2 The Rail Central project consists of two NSIPs. The main SRFI proposal is an NSIP and the associated construction works to M1 Junction 15a also meet the NSIP thresholds for highway-related development. In addition, there are other associated highway improvement works, and other associated development (collectively these works comprise the **Rail Central Project**).

2.3 The main SRFI site will be located where the West Coast Main Line (**WCML**) meets the Northampton Loop Line (**NLL**) to the south-west of Northampton, with a connection to the A43(T) trunk route within approximately two miles of the M1, and between the villages of Blisworth and Milton Malsor.

2.4 The Rail Central Project will provide up to 702,097 sq. m (GEA) of rail connected and rail served storage and distribution warehouses and ancillary office accommodation.

2.5 The Rail Central Applicant has provided for up to three of the larger warehouse units to be capable of direct rail siding access from alongside the Northampton Loop Line and West Coast Main Line, whilst the remainder will be served by a common-user, open-access intermodal facility.

2.6 At the same time as the Rail Central DCO application is being prepared, a separate DCO application has been submitted by Roxhill (Junction 15) Ltd for the development of the Northampton Gateway Rail Freight Interchange on a neighbouring site.

2.7 Should both Projects come forward, a degree of co-operation and management would be required to deliver them. In certain areas the order limits for the Projects overlap, either as part of the NSIPs or in areas of associated development and highway works. This co-operation, and any related management schemes, will need to be secured through the DCOs for both Projects.

2.8 This Report explains how the two Projects could be delivered in tandem and outlines the mechanisms required in both of the Projects' DCOs to enable this.

3. SUMMARY OF INTER-RELATIONSHIP

3.1 The table below summarises the nature of the works proposed within the areas of order limits which overlap, and should be read in conjunction with the figures appended to this Report.

Works				Brief Works Description
Rail Central Work No.	Nature of Works	NG Work no.	Nature of Works	
1. Rail Connections				
1	Construction of Rail Connections	1	Construction of Rail Connections	Rail Central and NG will both connect into the existing NLL railway line.
2. Landscaping and footpaths				
9	Provision of diverted footpaths	6	Provision of structural Landscaping	Both projects propose a footpath and structural landscaping adjacent to the

Works				Brief Works Description
Rail Central Work No.	Nature of Works	NG Work no.	Nature of Works	
			including footpaths	Northampton Loop Line.
12	Provision of structural Landscaping	6	Provision of structural Landscaping including footpaths	
3. Highway Improvements (J15a)				
10	Highway Improvement works at Junction 15a	11	Highway Improvement works at Junction 15a	Both Projects propose improvement works at Junction 15a to increase junction capacity to provide mitigation for increased traffic flow.

3.2 The three areas identified above are summarised below:

3.2.1 **Rail Connections**: Both Projects will be constructing new railway lines at the NLL to connect to their respective intermodal facilities. Configuration of connection points will be determined at detailed design stage in order to facilitate both connections. Rail Central's rail connections will run to their (RC's) Intermodal facility located parallel to the NLL on its *western* side. NG's rail connections will run to their (NG's) intermodal facility located parallel to the NLL on its *eastern* side. This is similar in configuration to the two neighbouring SRFIs at Mossend in Scotland, with the established Mossend Eurocentral site to the east of the main line now being mirrored by the Mossend International Railfreight Park being developed on the west side of the main line, each having their own separate main line access arrangements.

3.2.2 **Landscaping and footpaths**: Both Projects propose to undertake landscaping and footpath diversion works to the east of the NLL. The footpath proposed by both Projects is in a similar location and would deliver the diversion of part of public footpath KX13 where it currently crosses the respective development sites. Landscaping to mitigate landscape and visual effects is proposed by both Projects in this location, albeit in different forms. Rail Central proposes to retain the vast majority of this land in agricultural use but the area also includes a footpath and some additional structural landscaping. NG proposes a footpath in a very similar location, additional structural planting and also proposes to construct a landscaping bund.

3.2.3 **Highway Improvements (J15a)**: Both Projects propose to undertake highway improvement works to increase capacity at Junction 15a of the M1. The works proposed for Rail Central are significantly larger in scale than those proposed for NG (it constitutes NSIP development in its own right). Such highways works exist to accommodate increased flow to and from the Rail Central site and will provide a net benefit to the operation of the highway network.

4. DELIVERY OF RAIL CENTRAL AND NORTHAMPTON GATEWAY

Construction of Rail Connections

4.1 NG proposes to construct its intermodal facility on the opposite side of the NLL to Rail Central. The two SRFI schemes would draw on the same main line capability of the NLL, however Rail Central also has direct access into the fast lines of the WCML with direct access to and from the Express Freight Terminal (Work No.3) and an internal rail access to the intermodal terminal. This enables main line access from Rail Central to be retained to all parts of the site regardless of which side of the main line is closed for maintenance (this being undertaken either on the slow lines / NLL side or on the fast lines / WCML side of the site).

4.2 The potential co-location of SRFIs is not unique to Rail Central and Northampton Gateway. Elsewhere, SRFIs and RFIs already operate alongside each other, and in some cases collaborate operationally despite being run by separate and otherwise competing commercial operators. Examples of these include:

4.2.1 At Manchester's Trafford Park, where two RFIs are operated alongside each other by DB Cargo and Freightliner respectively and share the same double-track route through Manchester Piccadilly.

4.2.2 In Glasgow, the Mossend Eurocentral SRFI was developed directly opposite an existing RFI (the sites operated by DB Cargo and PD Stirling respectively), and within 5km of an established RFI at Coatbridge (operated by Freightliner). Planning permission has been granted to construct an entirely new SRFI (Mossend International Rail Freight Park) directly opposite the existing SRFI, with all these SRFI and RFI facilities sharing access to the same section of main line.

4.2.3 At the DIRFT SRFI, the intermodal terminals and rail-linked warehouses are operated by separate competing companies (Malcolm Group, Eddie Stobart and Russell Group). The warehousing floorspace in and around DIRFT is under multiple occupation and/or ownership, but effectively operates as a single campus development bisected by public highways.

4.3 SRFIs provide "open-access" intermodal facilities available to all licensed rail freight operators, as well as on-site and off-site occupiers and users, on a non-discriminatory basis. The co-location of the two sites and their respective intermodal facilities would therefore offer a step-change in accessibility to the rail network, in an area with little or no RFI facilities available south of DIRFT itself.

4.4 In terms of operational compatibility, the combined results of the work undertaken with Network Rail on main line access and network capability for Rail Central have not identified any constraints, which would otherwise prevent both Projects from being able to operate as SRFIs in line with the Planning Act 2008 and the NPSNN.

4.5 Both Projects include similar areas of land belonging to Network Rail within their order limits, which are both located on the NLL. Rail Central's proposed development area is located predominantly to the west of the NLL. This land, comprising part of the NLL, is depicted as falling within Work No. 1 (as scheduled in the Rail Central DCO), with the edge of that works area being the eastern edge of Network Rail land comprising the NLL. NG's order limits similarly include Network Rail land comprising part of the NLL with the majority of the NG development located to the east of the NLL, the NLL itself forming NG's Work No. 1, and the boundary to both that work package and the NG order limits being the western edge of the Network Rail land comprising the NLL.

4.6 It is appropriate that both Projects include the land comprising part of the NLL within their order limits so that the respective applicants can carry out the necessary rail connection construction works that will link the NLL to their respective intermodal terminals.

4.7 Though this land is included within Rail Central's Book of Reference, the Rail Central Applicant fully intends that protective provisions will be agreed with Network Rail and that works will only be undertaken on Network Rail's land with their consent (draft protective provisions to this effect will be included in the draft Rail Central DCO. The Rail Central Applicant expects that NG would have similar protective provisions for the benefit of Network Rail in their DCO should consent be granted for NG.

4.8 The co-ordination of construction of the new railway lines to connect to the NLL and the Projects' respective intermodal facilities can be delivered through management by and with Network Rail. This can be secured through the protective provisions for Network Rail's benefit, which should be contained in both Projects' DCOs.

4.9 The necessary connection works from newly constructed railway tracks into the existing NLL is an operation that has to be controlled or at least overseen by Network Rail as custodian of the railway network. The Rail Central Applicant will also seek the inclusion of protective provisions within the NG DCO to manage areas of overlapping or inter-related works. This will ensure effective co-operation and efficient delivery of works. This is discussed in further detail in section 5 below.

Landscaping and Footpath Diversion Works

4.10 The land described at paragraph 3.2.2 above, to the east of the NLL, is within the NG order limits but is subject to an option to purchase in favour of the Rail Central Applicant. The Rail Central Applicant's proposed works are depicted in the Illustrative Landscape Masterplan (appended to this Report). The same nature of works is proposed by both parties on this area of land (being landscaping with the provision of a footpath). However, NG's intermodal facility would also, in part, be located on this land.

4.11 In the event that Rail Central alone is granted development consent, this land will be retained in agricultural use, save where the structural landscaping and footpath diversion works are proposed. The footpath diversions are discussed in detail in the Public Rights of Way Strategy (Document 7.6) being submitted as part of the Rail Central DCO application.

4.12 Should both Projects be granted development consent and proceed to implementation, it is considered that Rail Central's proposed landscaping (Work No. 12B) will not be required in this location, since the NG landscaping proposed in this location will also serve to mitigate Rail Central's visual impact and impact on landscape character.

4.13 In either scenario, footpaths connecting to the wider network are proposed. Should both Projects proceed, Rail Central proposes to connect into the NG footpath network, rather than delivering standalone footpath diversion works (a plan depicting these potential connections is appended to this Report at Appendix 1 and will be included in Rail Central's DCO application (Document 2.44)).

4.14 The Rail Central Applicant proposes that these alternative scenarios are secured through Rail Central's Public Rights of Way Strategy (Document 7.6), which will be submitted in outline with the Rail Central DCO application and secured by way of a requirement in the Rail Central DCO. This will facilitate the practical delivery of a footpath network whichever scenario is progressed, and also provide clarity as to what will be delivered under each scenario.

Phasing of landscaping and footpath diversion works

4.15 NG propose that their landscaping bund located adjacent to the NLL (Work No. 6 in the NG DCO) will be delivered within the first year of construction as part of a phased delivery of landscaping and as set out in NG's phasing plan (Document 5.2 (ES) Figure 2.3 (Rev P7). Rail Central's delivery of the footpath diversion and landscaping to the east of the NLL will be delivered at the same time as the initial phase of the intermodal facility (the first phase of which will be installed prior to first occupation).

4.16 Should the Projects both be granted development consent and proceed to implementation, the Rail Central Applicant anticipates two phasing scenarios during construction that could occur. In both scenarios, it is proposed that NG would provide their proposed landscaping works in place of Rail Central's landscaping works, which would no longer be needed:

4.16.1 In the scenario where Rail Central commences development first, the Rail Central Applicant will deliver the footpath infrastructure in Rail Central Work No. 9 within the order limits up to the point of intersection with NG's footpaths. NG will deliver the footpath connection (Work No. 6 of the NG DCO) subsequently, which will connect to the Rail Central footpaths installed under Rail Central Work No. 9. To the extent that the relevant planning authority (**RPA**) wish to manage the delivery of the NG footpath (to ensure it connects to the Rail Central footpaths), this can be controlled through requirements of the NG DCO. In this scenario Rail Central will not deliver the proposed landscaping on the east of the NLL (Work No. 12B of the Rail Central DCO). Instead, NG will

construct their proposed landscaping bund and structural planting in that same area (Work No. 6 of the NG DCO).

4.16.2 In the scenario where NG commences development first they will build their scheme and landscaping (which is one of the first phases of work in their indicative programme). Rail Central will then connect into NG's proposed footpath network to the east of the NLL. These connections can be managed by the RPA through Rail Central's Public Rights of Way Strategy (Document 7.6). The Rail Central Applicant will also seek protective provisions in the NG DCO to control interaction between the parties and facilitate this arrangement. In this scenario, Rail Central will not provide the proposed landscaping in Rail Central Work No. 12B.

4.17 The footpath diversions and improvements proposed by the Rail Central Applicant serve to mitigate impacts of the Rail Central Project and enhance connectivity on the public rights of way network. The Rail Central DCO application contains flexibility to enable these diversions to link into those that would be provided by NG or can be constructed in their entirety should only Rail Central be granted development consent and proceed to implementation.

4.18 Rail Central will notify the RPA in advance of the option being delivered in line with the scenarios above so as to provide assurances that the works being constructed by the Rail Central Applicant are in accordance with the Rail Central Project strategy and the corresponding NG plan.

Highway works at J15a of the M1

4.19 Both Rail Central and NG propose to carry out highway and junction improvement works to increase road network capacity within the locality of the Projects. The proposed works are designed to address potential impacts that might be created on the network due to an increase in traffic should each project be granted development consent.

4.20 The location of the majority of the highway works for each project is different. NG is located adjacent to Junction 15 of the M1 where it intersects with the A45 and the majority of the highway improvements proposed by NG deal with capacity of the A45. NG also intends to construct a bypass around the village of Roade and in conjunction with that construction work, propose junction improvements to Junction 15a of the M1.

4.21 Rail Central is located approximately two miles south of Junction 15a of the M1 on the A43(T) and proposes junction improvements to Junction 15a, on the A43(T) south of the proposed development, and to a limited number of junctions on the A5076 in Northampton.

4.22 There is a single location, Junction 15a, at which both Projects propose to carry out improvement works. In this location the works proposed for Rail Central are of a sufficient scale to meet the NSIP threshold in their own right, albeit that the works are required to mitigate impacts of the Strategic Rail Freight Interchange NSIP.

4.23 The modelling work undertaken as part of the junction design indicates that Rail Central's proposed design for Junction 15a increases capacity sufficiently to deal with increased traffic flow that results either from the Rail Central development coming forward on its own, or from the cumulative traffic loading from both Projects should they both be granted consent.

4.24 Should both Projects be granted development consent it is expected that the Projects will be constructed within a similar timeframe. The Rail Central Applicant will be required to deliver the Rail Central Junction 15a works in advance of first operation of the SRFI (i.e. by 2021). The NG DCO application proposes to deliver their Junction 15a works by Q3 2022, prior to completion of the proposed Roade Bypass which is included as associated development in the NG scheme. On the basis of these commitments three phasing scenarios exist in relation to delivery of each project's proposed works at Junction 15a:

4.24.1 **Scenario 1** – where Rail Central commences development first, the Rail Central Applicant is required through the Rail Central DCO to complete its proposed Junction 15a alteration works prior to first occupation of the SFRI in 2021. NG's proposed phasing programme and construction timetable anticipates the completion of proposed works at Junction 15A in Q3 of 2022. Therefore in this scenario NG will not need to carry out works on the junction as Rail Central's works will have already been completed, which provide for the mitigation required as a result of both the Rail Central and NG Projects.

4.24.2 **Scenario 2** – where NG commences development first but Rail Central commences works shortly thereafter, NG will not deliver their proposed works at Junction 15a, as the Rail Central works will mitigate their impact. Highways England can be notified accordingly and can manage this interface through the protective provisions for their benefit contained in the DCOs. The draft DCO for NG does not require the Junction 15a works to be delivered by a particular time or in advance of a particular event, so non-delivery of these works in anticipation of completion of the Rail Central Junction 15a works will not delay implementation or operation of NG. In any event, the NG timetable predicts that the works at J15a will take place sometime after Rail Central's works have taken place, and at which point Rail Central will have completed their construction works at Junction 15a, as set out in scenario 1 above.

4.24.3 **Scenario 3** – where NG commences development significantly in advance of Rail Central. In this scenario (which is considered unlikely given the consenting and construction programmes), the Rail Central Applicant would carry out their alteration works at Junction 15a following the completion of NG's works. The nature of the works proposed by NG are significantly smaller in scale and nature than those proposed for Rail Central. Therefore, whilst it is not preferable that further works be carried out by the Rail Central Applicant following completion of (and over and above) NG's Junction 15a works, this would ensure that the NG Junction 15a works can be implemented if the construction programme for Rail Central was delayed. To minimise further works being required, opportunities for the alteration works constructed by

NG to be amalgamated into the Rail Central works could be examined and implemented (this would only likely be feasible on the northern roundabout). Again, this could be managed through the protective provisions contained for Highways England's benefit in the NG DCO.

4.25 The NG draft DCO contains a requirement for NG to use "reasonable endeavours" to complete their proposed works at Junction 15a. It is considered that this should be amended to facilitate the option that these works may not be required in the event that the Rail Central Junction 15a works are undertaken.

4.26 **Other land relating to NG and Rail Central**

4.27 One plot of land (Plot MS 92 identified in the Rail Central Book of Reference) located to the west of the NLL is within the Rail Central order limits and is subject to an option to purchase in favour of NG.

4.28 This land lies outside of the NG order limits, so is not required for the NG Project. It is required by the Rail Central Applicant to deliver Rail Central's intermodal facility (Work no. 2) and rail depot (Work No. 4).

4.29 This land is included in the Rail Central Book of Reference (Document 4.3) and the Rail Central Applicant will seek rights to compulsorily acquire this land should agreement not be reached between the parties.

5. MECHANISMS TO ENABLE DELIVERY

5.1 Co-operation between the Rail Central Applicant and the NG Applicant is considered necessary to ensure efficient and effective delivery of construction works where the proposed works of the two projects overlap.

5.2 Unlike Rail Central, the NG project has not considered any inter-relationship between the Projects and does not include any flexibility as regards any of the relevant works packages being delivered: either those work packages are built or not. Rail Central has been designed so that it can accommodate NG should NG be granted development consent and to that end protective provisions will be sought by Rail Central to manage delivery of construction works at this interface. Full draft protective provisions will be provided to the Planning Inspectorate as part of the NG Examination process.

5.3 In addition to the protective provisions to be sought by Rail Central in the NG DCO, the Rail Central draft DCO contains requirements that secure plans to deliver the alternative scenarios. These plans consist of the:

5.3.1 **Landscaping and Ecology Infrastructure Strategy**: detailing the interaction between Rail Central and NG in relation to landscaping works delivery and management to the east of the NLL. This will be managed through detailed 15 Year Landscape Management and Maintenance Plan and Detailed Ecological Creation and Habitat Management Plan, will be submitted to the RPA who will be notified prior to commencement and prior to the implementation of any works.

5.3.2 **Public Rights of Way Strategy:** detailing the interaction between Rail Central and NG in determining whether Rail Central need to deliver the full proposed footpath to the east of the NLL or whether it is only necessary to connect into the NG footpath network. This document will be submitted to the RPA for approval, who will also be notified prior to commencement and prior to the implementation of any works.

5.3.3 **The Construction and Operation Environmental Management Plan**: This will control the interaction between Rail Central and NG concerning construction and delivery of improvement works at Junction 15a. Rail Central will also provide a highways phasing strategy to the highways authorities which will be relevant to these works.

5.4 Requirements will also be included in the Rail Central DCO so that Rail Central is required to give notice to the RPA or highway authority as to which scenario will be implemented.

5.5 Finally, programming and delivery of the Rail Connections and Junction 15a works can also be managed through protective provisions included for the benefit of Network Rail and Highways England respectively in both the Rail Central and NG DCOs.

6. CONCLUSION

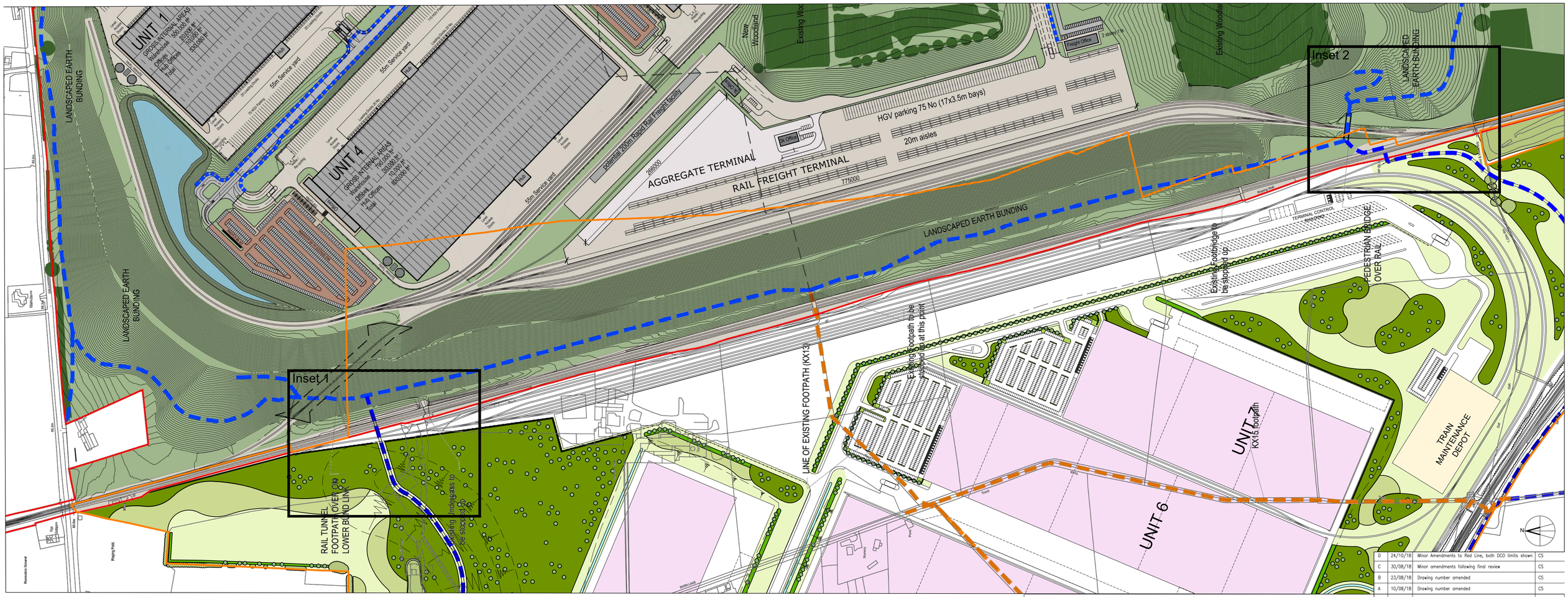
6.1 Should both Rail Central and NG be granted development consent there is no material impediment to both Projects being delivered at the same time.

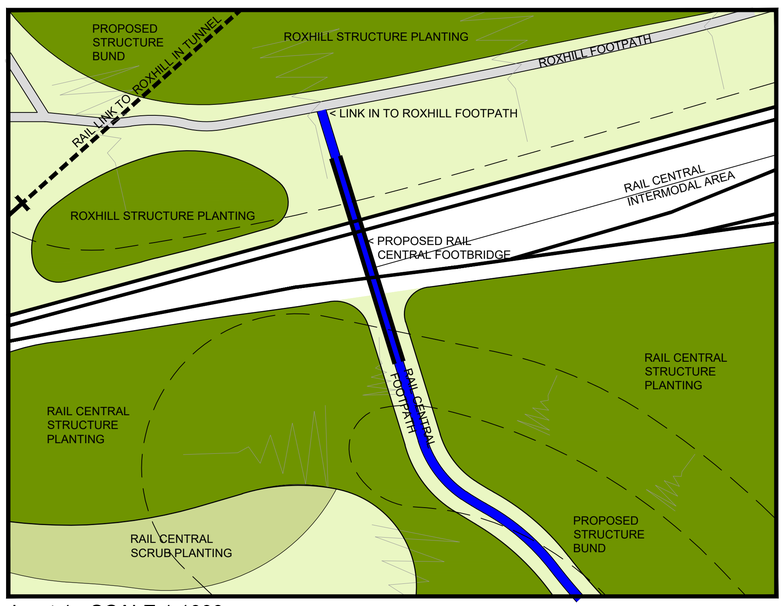
6.2 Where works packages overlap, they comprise works of the same or a similar nature and the phased delivery of those works can be agreed between the parties, and to the satisfaction of the RPA, no matter which development commences first.

6.3 Co-operation and communication between the parties, including management of the programme for construction works and their delivery, can be suitably controlled through the use of protective provisions and the management plans identified above, such that no practical or design considerations should prevent both schemes being granted consent.

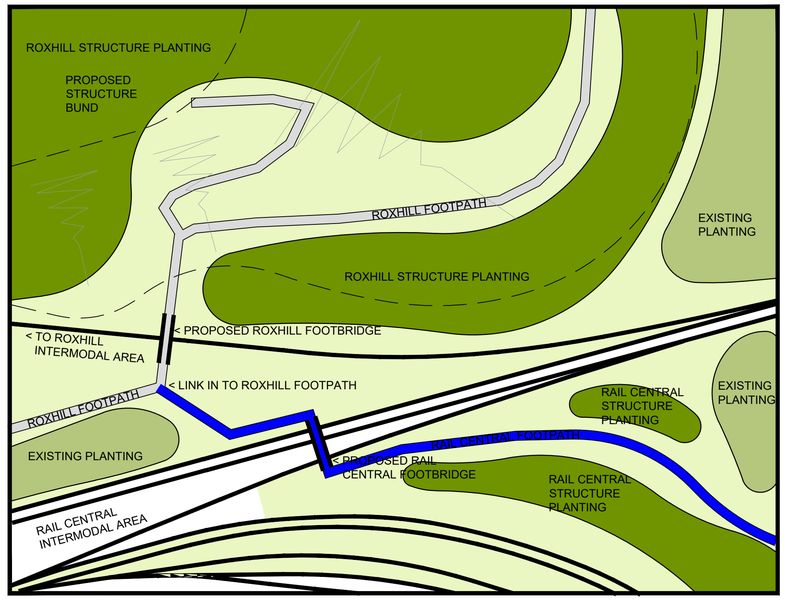
6.4 There are no construction or operational impacts that will impede or materially affect the delivery of both Projects.

APPENDIX ONE





Inset 1 - SCALE 1:1000



Inset 2 - SCALE 1:1000

LEGEND TO MAIN PLAN

- Existing Vegetation Retained
- Proposed Blocks of Native Tree and Shrub Planting
- Proposed Scrub Areas
- Proposed Formal Planting
- Highway Planting to be Retained or Re-instated
- Proposed Hedgerow
- Proposed Grass and Wildflower Areas
- Retained Farmland (Within Red Line)
- Proposed Footpath Route
- Existing Footpath (Removed)
- Proposed Screening Mound
- Proposed Water Body
- Existing Retained Water Body
- Rail Central Order Limits
- Northampton Gateway Order Limits
- Proposed Acoustic Barrier

REV	DATE	DETAILS OF ISSUE/REVISION	DRW
D	24/10/18	Minor Amendments to Red Line, both DCO limits shown	CS
C	30/08/18	Minor amendments following final review	CS
B	23/08/18	Drawing number amended	CS
A	10/08/18	Drawing number amended	CS

Gazeley a GLP company

ASHFIELD LAND

Rail Central Northamptonshire

THE RAIL CENTRAL RAIL FREIGHT INTERCHANGE AND HIGHWAY ORDER 201[X]

DRAWING TITLE

PUBLIC RIGHTS OF WAY STRATEGY - FOOTPATH LINKS WITH NORTHAMPTON GATEWAY (5 OF 5)

SCALE	1:2500	DRAWN	CS
PAGE SIZE	A1	REVIEWED	BC

REGULATION: 5 (2) (k)

DOCUMENT: 2.44

DRAWING STATUS: PLANNING

DRAWING No: RC-ALG-PLN-2.44.5

REVISION: D

ILLUSTRATIVE LANDSCAPE MASTERPLAN



LEGEND

- Existing Vegetation (Retained where within the Order Limits)
- Proposed Blocks of Native Tree and Shrub Planting
- Proposed Scrub Areas
- Proposed Formal Planting
- Highway Planting to be Retained or Re-instated
- Proposed Hedgerow
- Proposed Grass and Wildflower Areas
- Retained Farmland (Within Red Line)
- Existing Footpath
- Existing Footpath (Removed)
- Proposed Footpath
- Proposed Cycleway / Footpath
- Proposed Screening Mound
- Proposed Water Body
- Existing Retained Water Body
- Order Limits
- Oversized Culvert Habitat link
- Proposed Acoustic Barrier

REV	DATE	DETAILS OF ISSUE/REVISION	DRW
O	24/10/18	Minor Amendments to Red Line	CS
N	06/09/18	Footpath routes confirmed	CS
M	30/08/18	Minor amendments following final review	CS
L	07/08/18	Drawing Number Amended	CS
K	31/07/18	Additional Section added, section lines re-numbered	CS
J	19/06/18	Further amendments following consultation feed back	CS
I	05/03/18	Client name amended	CS
H	21/02/18	Minor amendments	CS
G	06/02/18	Drawing block added	CS
F	02/02/18	Minor amendments to footpath layout and redline	CS
E	29/06/17	General amendments to layout, drawing block added	CS
D	07/04/17	Further minor amendments to layout	CS
C	24/03/17	Amended rail layout and updated plot levels	CS
B	06/03/17	Minor amendment to redline and diverted footpath route	CS
A	02/03/17	Amended rail layout and maintenance depot	CS

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Northamptonshire

THE RAIL CENTRAL RAIL FREIGHT INTERCHANGE AND HIGHWAY ORDER 201[X]

DRAWING TITLE

ILLUSTRATIVE LANDSCAPE MASTERPLAN KEYPLAN

SCALE	1:10000	DRAWN	CS
PAGE SIZE	A1	REVIEWED	BC

REGULATION	DOCUMENT
5 (2) (o)	2.16

DRAWING STATUS
PLANNING

DRAWING No	REVISION
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LEGEND

- Existing Vegetation (Retained where within Order Limits)
- Proposed Blocks of Native Tree and Shrub Planting
- Proposed Scrub Areas
- Proposed Formal Planting
- Highway Planting to be Retained or Re-instated
- Proposed Hedgerow
- Proposed Grass and Wildflower Areas
- Retained Farmland (Within Red Line)
- Proposed Screening Mound
- Proposed Water Body
- Existing Footpath (Removed)
- Proposed Footpath
- Proposed Cycleway / Footpath
- Existing Footpath
- Existing Retained Water Body
- Order Limits
- Oversized Culvert Habitat link
- Proposed Acoustic Barrier

REV	DATE	DETAILS OF ISSUE/REVISION	DRW
J	24/10/18	Footpath routes confirmed	CS
I	06/09/18	Footpath routes confirmed	CS
H	30/08/18	Minor amendments following final review	CS
G	07/08/18	Drawing number changed	CS
F	31/07/18	Additional section added, section lines re-numbered	CS
E	19/06/18	Amendments following consultation	CS
D	05/03/18	Client name amended	CS
C	21/02/18	Minor Amendments	CS
B	05/02/18	Key Plan and drawing sheet added	CS
A	02/02/18	Minor amendments to layout and footpath route	CS

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Northamptonshire

THE RAIL CENTRAL RAIL FREIGHT INTERCHANGE AND HIGHWAY ORDER 201[X]

DRAWING TITLE

ILLUSTRATIVE LANDSCAPE MASTERPLAN (1 OF 4 AT 1:2500)

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REGULATION	5 (2) (o)	DOCUMENT	2.16

DRAWING STATUS
PLANNING

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RC-ALG-PLN-2.16.1	J

Key Plan

0 25 50 100 150 200m



Key Plan

LEGEND

- Existing Vegetation (Retained where within Order Limits)
- Proposed Blocks of Native Tree and Shrub Planting
- Proposed Scrub Areas
- Proposed Formal Planting
- Highway Planting to be Retained or Re-instated
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C	21/02/18	Minor Amendments	CS
B	05/02/18	Key Plan and drawing sheet added	CS
A	02/02/18	Minor amendments to layout and footpath route	CS

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THE RAIL CENTRAL RAIL FREIGHT INTERCHANGE AND HIGHWAY ORDER 201[X]

DRAWING TITLE
ILLUSTRATIVE LANDSCAPE MASTERPLAN
(2 OF 4 AT 1:2500)

SCALE	1:2500	DRAWN	CS
PAGE SIZE	A1	REVIEWED	BC

REGULATION	DOCUMENT
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DRAWING STATUS
PLANNING

DRAWING No	REVISION
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UNIT 3

UNIT 4

UNIT 5

UNIT 6

UNIT 7

TRAIN MAINTENANCE DEPOT

POTENTIAL EXPRESS FREIGHT CROSS-DOCK PLATFORM

L

L

H

H

NORTHAMPTON RD

A45

M1 J16

Pond

Pond

Playing Field

Pavilion

Allotment Gardens

Mast

Prospect Court

Draycott Lodge Farm

Sub Stn

Sub Stn

Dar

MP 62

MP 61

MP 60

MP 25

MP 25

MP 24

SL

SL

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Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 4 - Rail Central Public Rights of Way Strategy

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

Rail Central:

Public Rights of Way Strategy

Rail Central
Northamptonshire

October 2018
Document No. 7.6 Rev E
Reg 5 (2) q

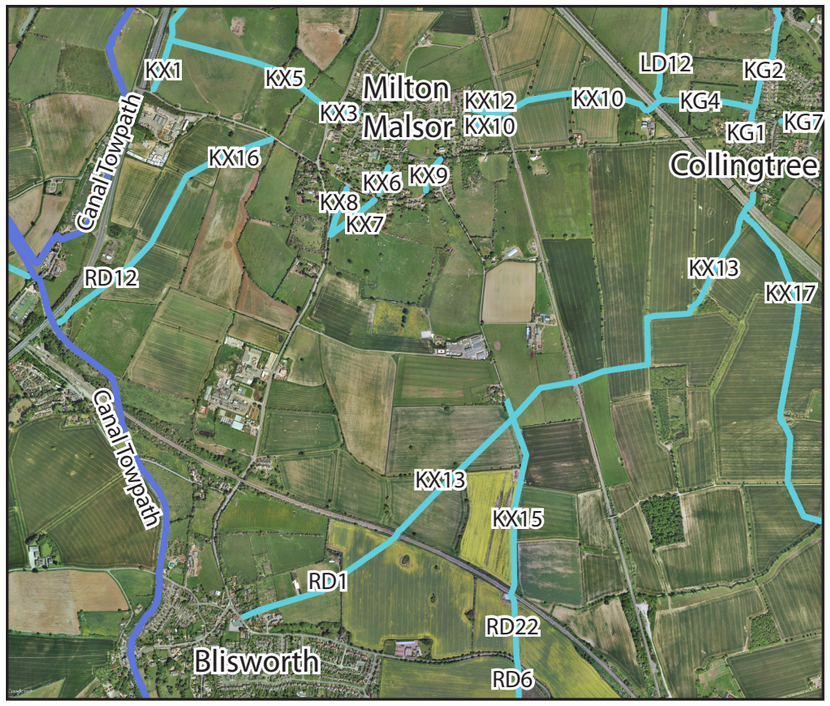
PREPARED FOR

ASHFIELD LAND MANAGEMENT LIMITED
AND GAZELEY GLP NORTHAMPTON S.À.R.L

BY

BARRY CHINN ASSOCIATES LTD.
Harbury Road
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Warwickshire
CV47 2SZ





Existing Footpath Network - Main Site



Existing Footpath Network -
J15A Ecological Mitigation Area

Introduction

The purpose of this document is to assess the existing public right of way (PROW) network both within the site and within the wider landscape. The local PROW network is fairly extensive, in the immediate locality it provides linkages between the villages of Milton Malsor, Collingtree and Blisworth. It also links into the canal towpath on the Grand Union Canal and to the south of Blisworth to the Midshires Way long distance path. The report will also analyse the PROW within the proposed ecological mitigation area to the south J15A of the M1.

The final section of this report will look at the Rail Central PROW Strategy and how it relates to the adjacent Northampton Gateway proposals. This will outline how the Rail Central proposals will interact with the Northampton Gateway scheme to ensure that the footpath network will continue to function and existing links are maintained should Northampton Gateway be granted consent.

The key footpath routes that interact with the main application site were identified through a combination of site assessment, desktop study, feedback from public consultation and through discussions with local ramblers groups.

Route 1 - Grand Union Canal to Blisworth.
The Grand Union Canal (and the Northampton Arm) are important leisure routes for pedestrians, cyclists and narrow boats. At present, there is a public footpath link running from the canal as it crosses under the A43 running up to the edge of Milton Malsor (footpaths RD12 and KX16). These routes are currently un-surfaced and run through arable fields through the western part of the site close to the A43 before exiting out onto the Gayton Road approximately 200m to the west of Milton Malsor.

Route 2 - Collingtree to Milton Malsor Loop.
This route was mentioned by several local residents during the Phase 1 consultation. It runs east from Milton Malsor along footpath KX10 which crosses the Northampton Loop railway line. It then crosses the motorway onto footpaths KG4 and KG1 before passing through the village of Collingtree to footpath KX13. This footpath crosses back over the motorway and then the Northampton Loop line before linking into the end of Barn Lane. Barn Lane then leads north back towards Milton Malsor linking into footpath KX9. The loop runs on a mix of different surfaces through a mix of residential and rural settings crossing both road and rail links.

Route 3 - Blisworth to Milton Malsor
This appears to be a reasonably well used route and runs from the recreation ground in Blisworth along footpath RD1 over the West Coast Mainline and then along footpath KX13 to the end of Barn Lane. Walkers then follow the lane into Milton Malsor. The route is largely rural in nature. Barn Lane is also accessible for vehicles with pedestrians sharing the road surface. Footpath RD1 is surfaced alongside the recreation ground to allow access for vehicles. From the recreation ground to the end of Barn Lane is not currently surfaced.

Route 4 - Blisworth to Collingtree
This route currently runs from the recreation ground at Blisworth along footpath RD1 and over the West Coast Mainline. From here it follows footpath KX13 over the Northampton Loop to a crossing point over the M1 into Collingtree. The route is predominantly rural in nature but broken up by the crossing points over existing road and rail infrastructure. The majority of the route is not currently surfaced.

In addition to the main application site, this report also analyses the PROW network in the proposed ecological mitigation area to the south of Junction 15A of the M1. The canal towpath runs along the eastern boundary on the opposite side of the canal to the ecological mitigation area that is proposed as part of the Rail Central development. Footpath LA1 runs from the canal westwards towards the village of Rothersthorpe. It runs through a mainly rural setting through arable fields. To the east of the canal footpath LA13 runs to the edge of the A43. The connection between LA13 and KX2 is severed by the existing A43(T). While there is an existing crossing point, there are no crossing facilities at present.

The following section first consideres the Rail Central Proposals and sets out the key objectives that the scheme aims to achieve. It will then go on to consider each of the 4 routes identified above and how they relate to the Rail Central Proposals. A photographic record of the existing route is provided along with a comparison of the existing and proposed routes.

Key Objectives

The plan to the left shows the parameters plan for the Rail Central overlaid with the proposed PROW network and extinguished PROW. The scheme as a whole has sought to achieve the following key objectives:

1. Retain existing connectivity of 4 key routes:
    - Grand Union Canal to Milton Malsor
    - Collingtree Milton Malsor Loop
    - Blisworth to Milton Malsor
    - Blisworth To Collingtree

2. Provide new formal footpath links and better connectivity around the edge of Milton Malsor in a new linear country park. The park will also provide further informal routes through the infrastructure landscape.

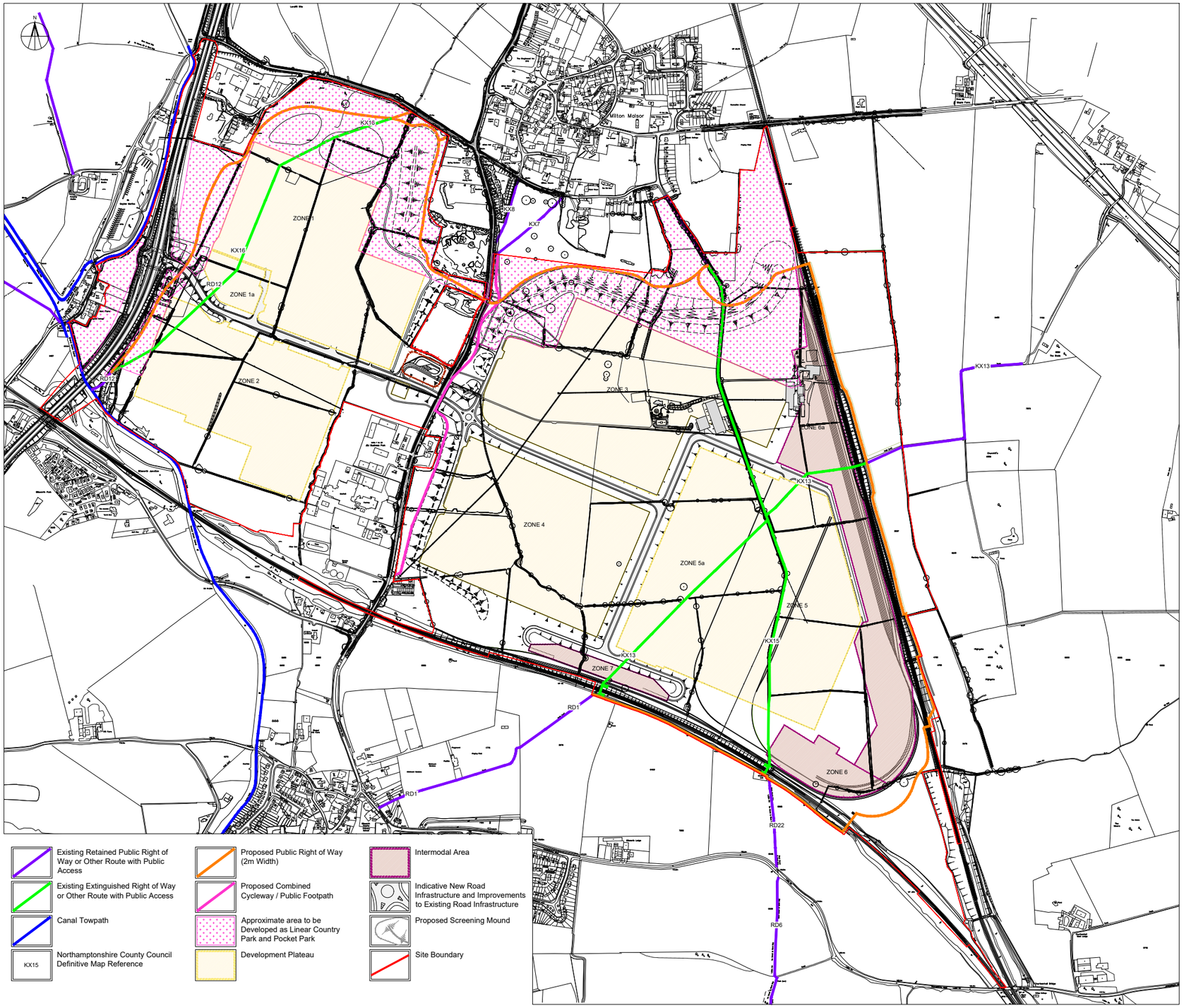
3. Provide informal public access to a new pocket park to the west of the A43. This park is intended as a informal local amenity resource.

4. Provide a robust setting for proposed footpath routes by providing screening mounding and extensive planting.

5. Create a new combined cycle way / footpath between Blisworth and Milton Malsor.

6. Maintain existing PROW access within the Junction 15A ecological mitigation area and also provide an additional PROW link running through it.

7. Ensure compatibility with Northampton Gateway scheme and ensure that the Rail Central footpath strategy can coexist with the Northampton Gateway footpath strategy.



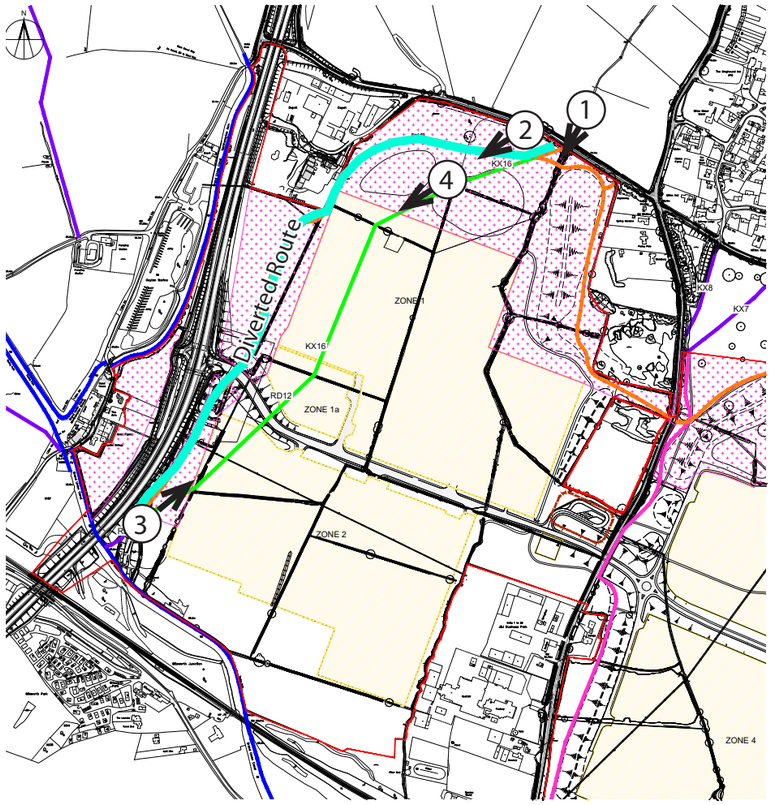
Proposed Footpath Network

Rail Central Overview



Existing Route 1

Proposed Route 1



Route 1 shows the PROW link between the Grand Union Canal and Milton Malsor. Photographs 1 to 4 show the existing route as it passes through a largely rural setting (albeit in close proximity to the A43). Photograph 1 shows the existing access from Gayton Road. This is not well placed and the proposed route would provide an improved link onto Gayton Road closer to the village of Milton Malsor. The existing route is approximately 1.27km in length while the proposed route is approximately 90m longer at 1.36km. While the existing route is un-surfaced, the proposals would provide a 2m width bound gravel surface. The proposed route would run through a landscaped setting with a buffer of woodland planting between the route and any proposed development. To the north of the main site, it would pass through a wetland area where the attenuation features would be located.







Canal Towpath to Gayton Road
- Existing Route = 1.27km
- Diverted Route = 1.36km



Route 1 - Grand Union Canal to Milton Malsor



Existing Route 2

Route 2 shows the Collingtree / Milton Malsor Loop. The existing circular route is 4.75km and is used by both residents of Collingtree and Milton Malsor. The majority of the route lies outside of the site and as such will not require diversion to accommodate the proposals. The south western part of the route currently runs along Barn Lane (photographs 1 & 2) before heading east along KX13 (photo 3) over the Northampton Loop line. It is proposed to divert this route around the northern part of the proposed Rail Central site. The diverted route will gradually ascend the proposed screening bund, running through new woodland structure planting, before bridging over the Northampton Loop Line. It will then follow the edge of the railway keeping close to the bottom of the rail embankment (see existing view in photo 4). A new native hedgerow will be planted between the diverted footpath and railway line to screen views back towards the site with the link to the rural setting maintained to the east. The diverted route will be a total of 4.69km a reduction of 60m.

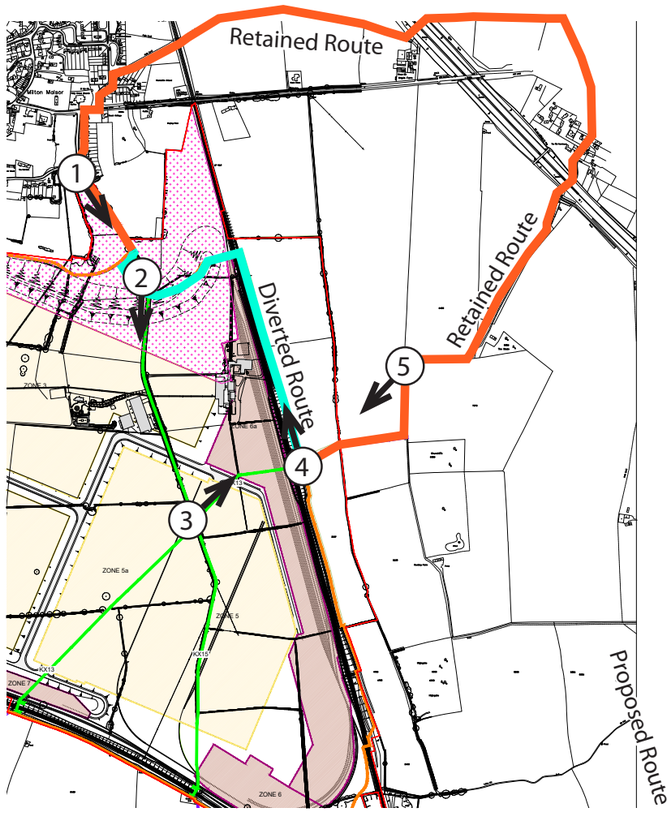








Proposed Route 2



Length of Collingtree / Milton Malsor Loop
- Existing Route - 4.75km
- Diverted Route - 4.69km

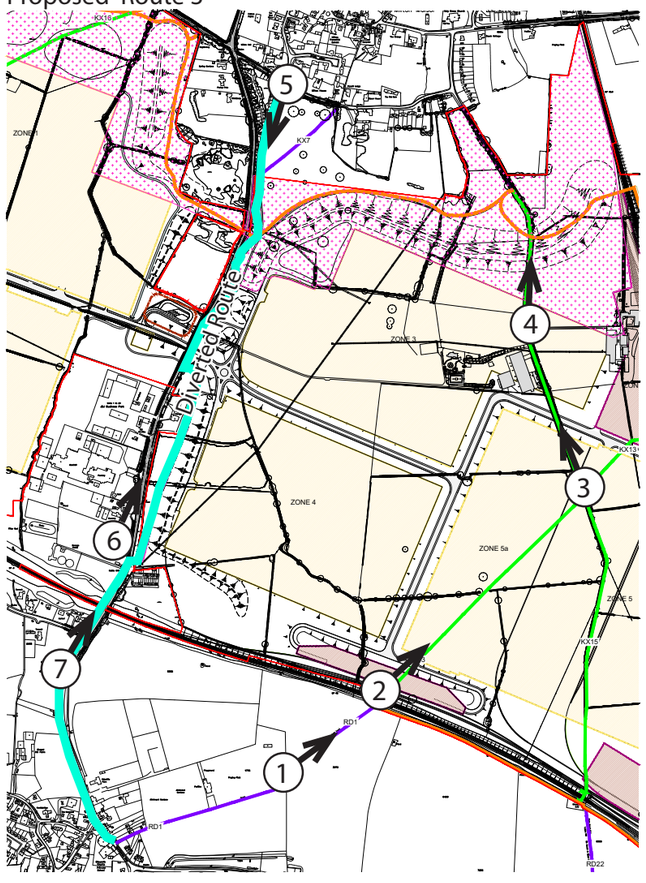


Route 2 - Collingtree / Milton Malsor Loop



Existing Route 3

Proposed Route 3



Route 3 shows the route between Milton Malsor and Blisworth. The current route runs past the allotments and recreation ground to the north of Blisworth along a track also used for vehicular access. From the edge of the recreation ground it continues un-surfaced sloping down across an arable field towards the West Coast Mainline (photo 1). There is a footbridge over the railway (photo 2) beyond which the footpath route continues through arable fields until it ties into the end of Barn Lane (photos 3 and 4). Barn Lane is also used for vehicular access to businesses and properties and is asphalt along a large part of its length. Due to the nature of the proposed development, the most appropriate route for the diversion was to follow the route of the existing Northampton Road. Between Blisworth and the site boundary (photo 6), the existing narrow footpath along Northampton Road (photo 7) will be upgraded to a 3m width combined cycle way footway. This combined cycle way footway will link the two villages however, once within the site, it will follow an off road route set within the structural landscape that runs around the perimeter of the eastern part of the site. It will then link into the existing PROW (KX8) to the south of Milton Malsor. The existing route is approximately 2.5km with the proposed route giving a more direct link between the two villages and reducing the distance to approximately 2km.









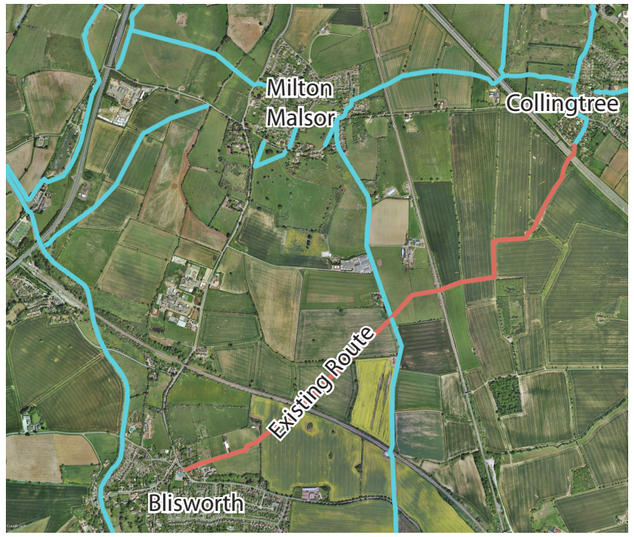






Milton Malsor to Blisworth
- Existing Route = 2.5km
- Diverted Route = 2km
(+ 0.42km to start point of existing route)

Route 3 - Blisworth to Milton Malsor



Existing Route 4

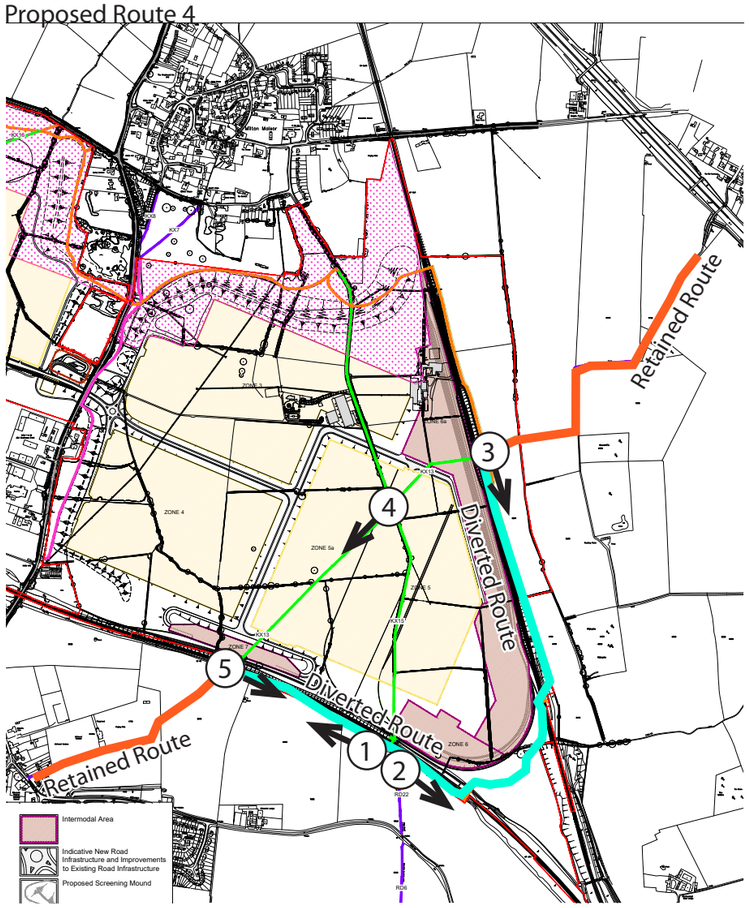






Route 4 runs between Blisworth and Collingtree. The existing route runs along the vehicular access to the allotments and recreation ground to the north of Blisworth. From here it runs down through arable fields (photo 4) crossing first the West Coast Mainline (photo 5), then the Northampton Loop Line and finally the M1 Motorway. The proposed route will be diverted around the south eastern corner of the Rail Central Site. The route will run along the opposite side of the railway to the site following the field edge (see existing in photos 1 & 2). New native hedgerow planting along the rail-side edge of the diverted footpath will screen views back towards the site. It will cross into the site at the south-eastern corner where it will run through a landscaped setting before crossing eastwards over the Northampton Loop Line. It will then follow the railway (see existing in photo 3) before meeting up with the existing footpath route. The existing route between the two villages is approximately 3km, this will increase to around 4km as a result of the diversion.

Proposed Route 4

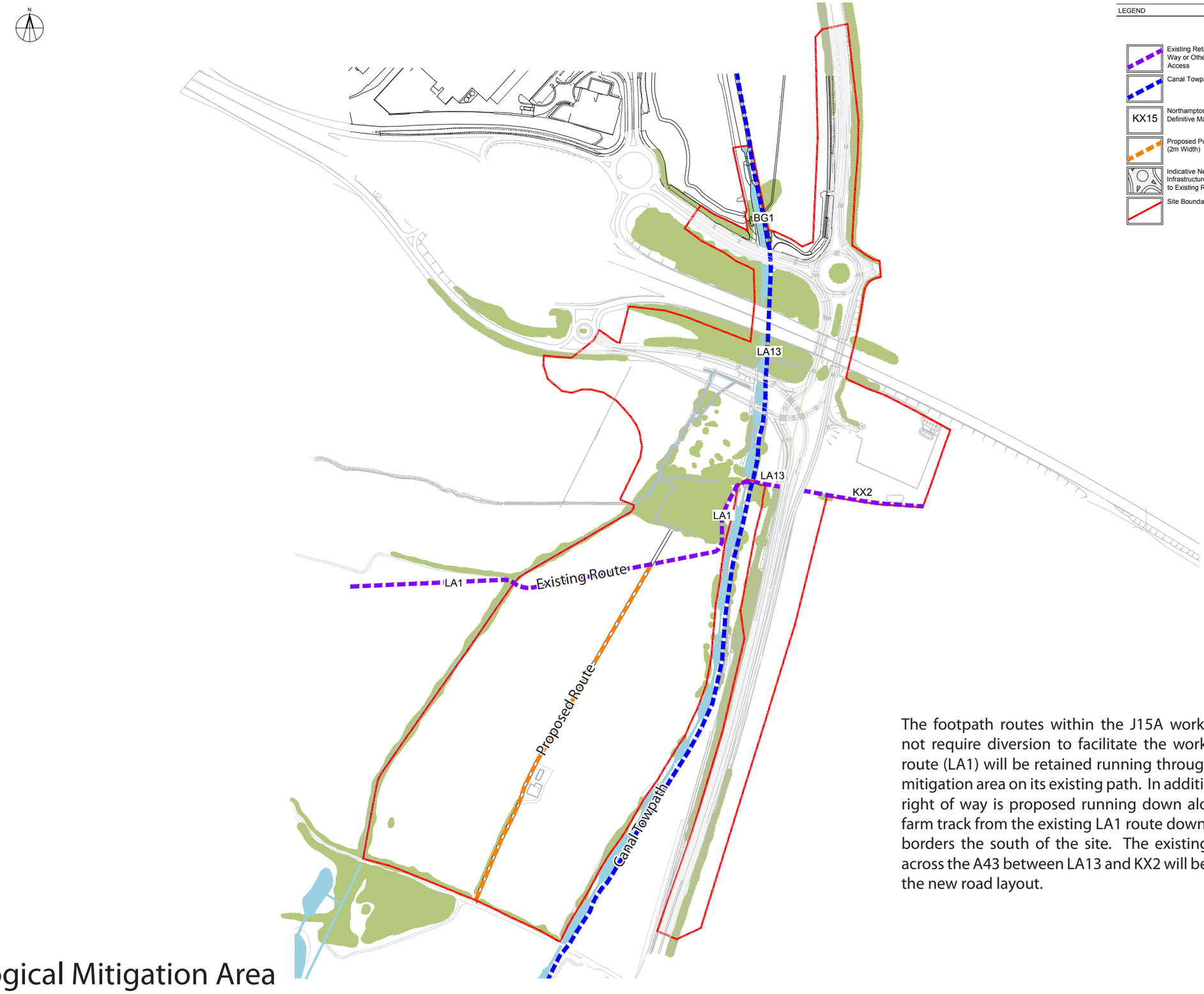






Length from Courteenhall Road to M1 footbridge
- Existing Route - 3km
- Diverted Route - 4km

Route 4 - Blisworth to Collingtree



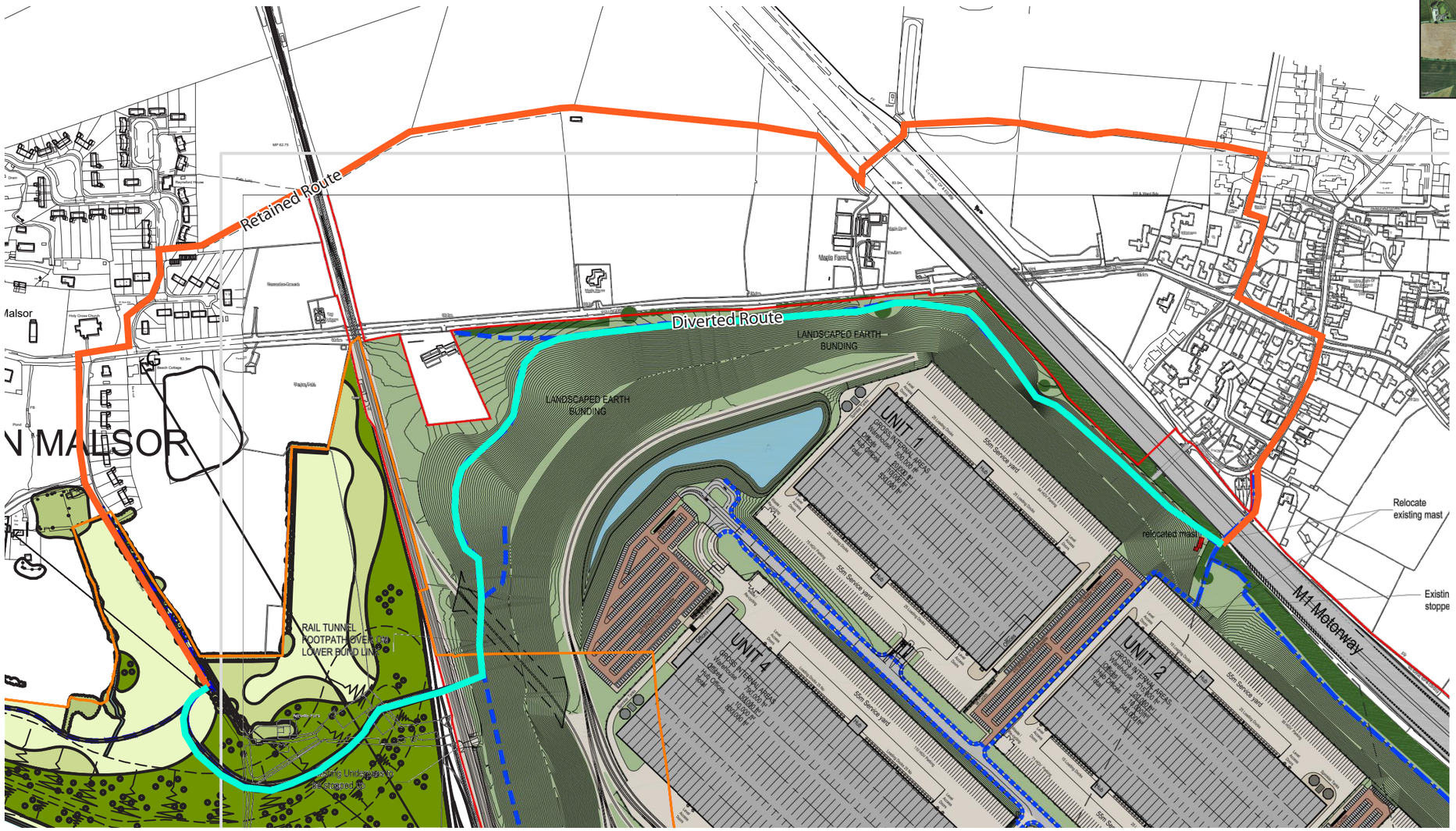
J15A - Ecological Mitigation Area

The footpath routes within the J15A works boundary will not require diversion to facilitate the works. The existing route (LA1) will be retained running through the ecological mitigation area on its existing path. In addition, a new public right of way is proposed running down along the existing farm track from the existing LA1 route down to the lane that borders the south of the site. The existing crossing point across the A43 between LA13 and KX2 will be retained within the new road layout.

Footpath Connectivity should Northampton Gateway be granted development consent

Another key element of the Rail Central public rights of way strategy is to demonstrate how the proposals would interact with the adjacent Northampton Gateway scheme were both schemes to be given approval. The land to the east of the Northampton Loop Line is within the Northampton Gateway Order Limits but is subject to an option to purchase in favour of Rail Central. The proposed works for each are depicted within their respective illustrative colour masterplans. (The same nature of works is proposed by both parties on that area of land (being landscaping with the provision of a footpath). Northampton Gateway's intermodal facility would also, in part, be located on this land.

In the event that Rail Central alone is granted development consent, this land will be retained as farmland and is required to deliver structural landscaping and footpath diversion works. However, our DCO works in such a way that should both projects be granted development consent, the Northampton Gateway landscaping will be provided in this location. This landscaping will also serve to mitigate Rail Central's visual impact and impact on landscape character, to the extent that the Rail Central landscaping will not be required in this location. In either scenario, footpaths connecting to the wider network are proposed. Should both projects proceed, Rail Central's footpaths will connect into the Northampton Gateway footpath network rather than being standalone footpath diversion works.



Proposed Route 2 - With Northampton Gateway

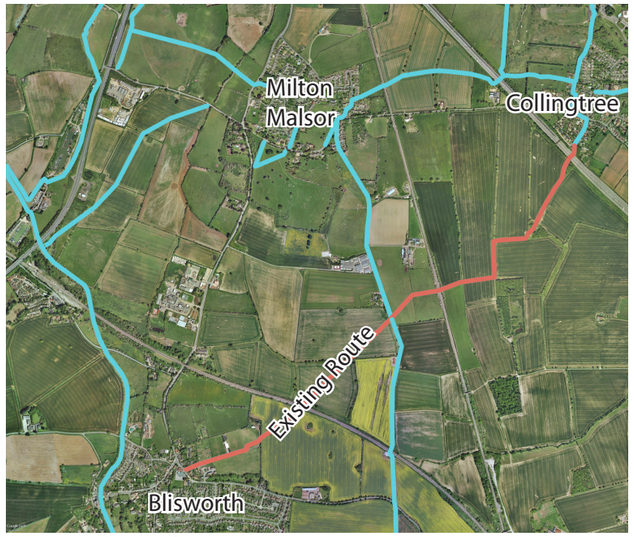


Existing Route 2

This section of the public rights of way strategy looks a the effect that the two schemes together will have on the 4 key routes identified in this report should the Northampton Gateway be granted development content. Of these 4 routes, route 2 and route 4 will pass through the Northampton Gateway site. The first of these is the Milton Malsor / Collingtree loop (route 2). This would require the diversion of a further section of the loop around the northern edge of the Northampton Gateway scheme. The crossing over the Northampton Loop line would remain in the same location with the Rail Central diversion route tying into the Northampton Gateway route to the east of the railway. The diversion would result in a reduction in the length of the loop from 4.75km to 4.24km. This is a result of the diversion of a further section of the loop around the northern edge of the Northampton Gateway scheme.

Length of Collingtree / Milton Malsor Loop
- Existing Route - 4.75km
- Diverted Route - 4.24km

Route 2 - Collingtree / Milton Malsor Loop (With Northampton Gateway)

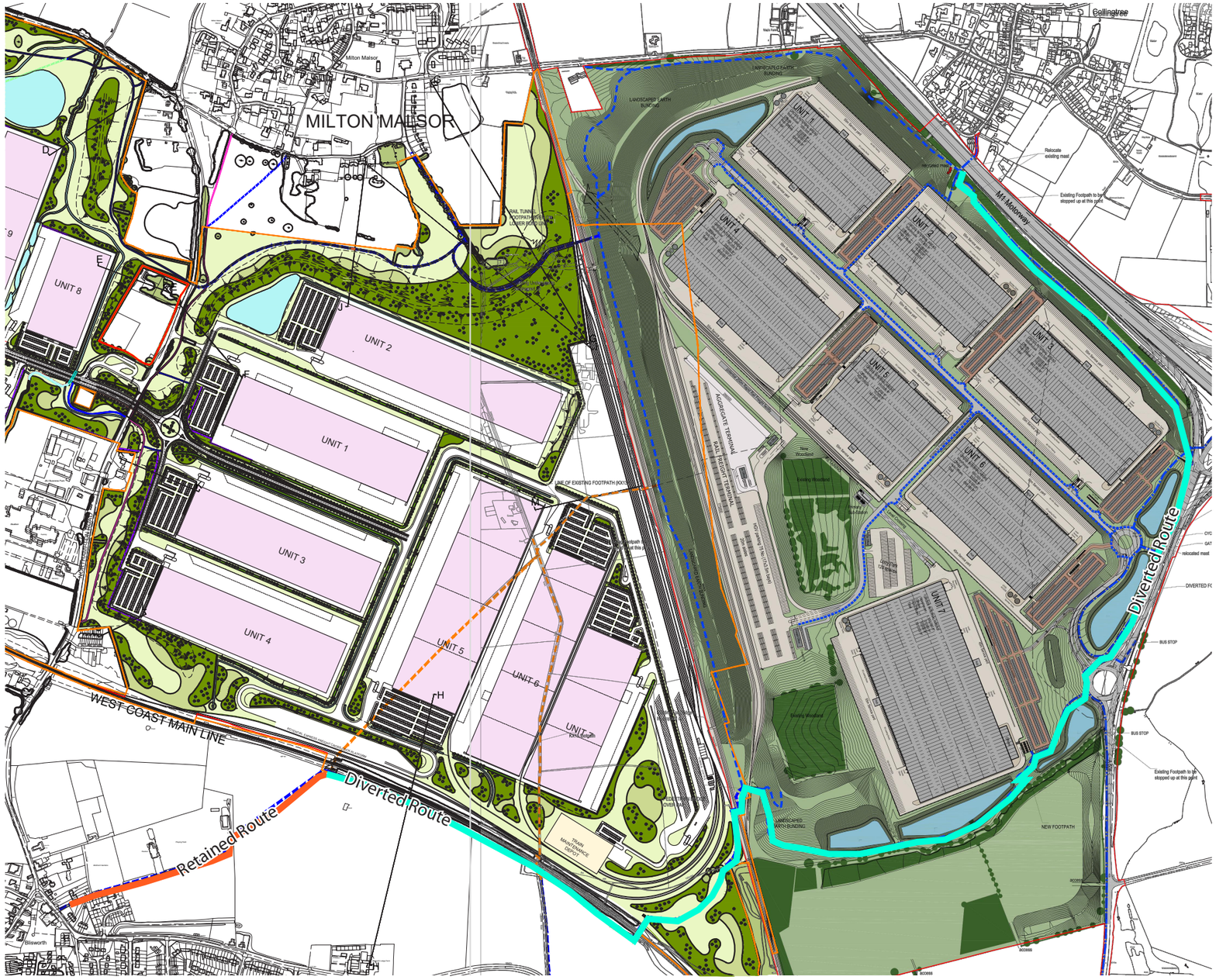


Existing Route 4

The second route where the implementation of both schemes will affect the route of the diversion is the footpath link between Blisworth and Collingtree. The diverted route will need to continue around the southern edge of the Northampton Gateway scheme following a route adjacent to their attenuation features. The Rail Central diversion will cross the Northampton Loop line in the same location as before linking into the Northampton Gateway footpath network to the east of the railway.

This amended route will increase the length of the diverted route. The current route is 3km in length which will increase to 4km to accommodate the Rail Central scheme as a standalone scheme. This will increase further to approximately 4.72km to accommodate both the Rail Central and Northampton Gateway schemes.

Length from Courteenhall Road to M1 footbridge
- Existing Route - 3km
- Diverted Route - 4.72km



Proposed Route 4 - With Northampton Gateway

The footpath diversions proposed by Rail Central serve to mitigate the impacts of the Rail Central scheme and enhance connectivity on the public rights of way network. The proposed development is flexible as to whether these diversions link into those that would be provided by Northampton Gateway or can be constructed in their entirety should only Rail Central be granted development consent.

Rail Central will notify the relevant planning authority in advance of the option being delivered in line with the scenarios above so as to provide assurances that the works being constructed by the Applicant are in accordance with the Applicant's strategy and the corresponding Northampton Gateway plan.

Route 4 - Blisworth to Collingtree (With Northampton Gateway)

Summary and Conclusions

The public rights of way strategy for the Rail Central site identified 4 key routes that interact with the proposals for the site. The scheme looks to divert each of these in a considered way that largely places the diverted routes within the strategic landscape that runs around the periphery of the site. The design of these diverted routes will follow a set of key principles:

- Footpaths running adjacent to the development will be placed within linear buffer zones around the periphery of the site to retain openness and provide a landscaped setting.
- Areas to the north of the site will be developed as a linear country park with informal footpath links established to provide better linkages to the wider footpath network.
- Existing landscape structure will be retained where feasible and enhanced with new structure planting.
- As the structure planting establishes it will be actively managed to ensure that it forms an increasingly effective screen to views towards the development.
- Structure planting and mounding will be strategically placed to provide a visual buffer between the proposed footpaths and the development.
- New native hedgerow planting on the rail-side edge of footpaths running adjacent to the railway will aid with screening views into the proposed development
- The proposed footpath network will be clearly marked with way markers with interpretation boards at key points to explain key features and the local environment.
- The proposed public rights of way will be constructed using 2m self bound gravel surfacing to ensure better year round accessibility.
- The footpath link between Blisworth and Milton Malsor will be upgraded to a 3m wide combined cycle way footpath.
- Additional informal (and un-designated) routes within the linear country park and pocket park will remain un-surfaced to create a hierarchy of footpath types. These informal routes are not plotted on the footpath strategy plan and will be determined as part of the post DCO design of the infrastructure works.



Example of an informal footpath route within a country park setting

In addition to these key principles, the footpath strategy will ensure that the Rail Central scheme is compatible with the adjacent Northampton Gateway proposals by having a flexible approach to the land to the east of the Northampton Loop. The crossing points across the Loop Line have been strategically placed to ensure compatibility with the Northampton Gateway scheme were both schemes to proceed.



Example of a self bound gravel surface with established belts of structure planting



Photomontage showing a self bound gravel surface and established hedgerow planting adjacent to the Northampton Loop Line



Example of a footpath running through a landscape corridor with a mix of retained existing planting and new structure planting to screen the buildings to the left of the view

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 5 - Rail Central draft Development Consent Order

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

STATUTORY INSTRUMENTS

20** No. **

INFRASTRUCTURE PLANNING

The Rail Central Rail Freight Interchange and Highway Order 20**

Made - - - -	***
Laid before Parliament	***
Coming into force - -	***

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The Secretary of State having considered the representations made and not withdrawn and the report of the Panel has decided 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 change to the proposals comprised in the application.

The Secretary of State in exercise of the powers conferred by sections 114, 115, 117, 120 and 122 of, and paragraphs 1 to 3, 10 to 21, 23, 24, 33, 34, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and Commencement

1. This Order may be cited as the Rail Central Rail Freight Interchange and Highway Order 20[X] and comes into force on [X].

Interpretation

2.—(1) In this Order—

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

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

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

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

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

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

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

(**a**) 1961 c. 33.
(**b**) 1965 c. 56.
(**c**) 1980 c. 66.
(**d**) 1984 c. 27.
(**e**) 1990 c. 8.
(**f**) 1991 c. 22.
(**g**) 2008 c.29.

"the 2010 Regulations" means the Community Infrastructure Levy Regulations 2010(**a**)

"the 2017 EIA Regulations" means the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**b**);

"access to works" means the plans certified as the access to works plans by the Secretary of State for the purposes of this Order;

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

"apparatus" for the purposes of **article 12** (highway works) has the same meaning as in Part 3 of the 1991 Act;

"Ashfield" means Ashfield Land Management Limited whose registered address is St Catherine's Court, Berkeley Place, Clifton, Bristol, Somerset BS8 1BQ and is registered at Companies House under Company Number 02634101;

"associated companies" has the same meaning as in section 256 (associated bodies corporate) of the Companies Act 2006(**c**);

"authorised building" means any building erected as part of the authorised development;

"authorised development or authorised project" means the development described in Schedule 1 (authorised development) and any other development authorised by this Order, which is development within the meaning of section 32 (meaning of development) of the 2008 Act and any works carried out under the requirements;

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

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

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

"bus" has the same meaning as in regulation 22 of the Traffic Signs Regulations and General Directions 2016(**d**);

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

"commence" means beginning to carry out any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project and the words "commencement" and "commenced" shall be construed accordingly;

"CoCP" means the document certified by the Secretary of State as the code of construction practice for the purposes of this Order;

"cycle track" has the same meaning as in section 329(1) (further provisions as to interpretation) of the 1980 Act(**e**);

"the design and access statement" means the document certified by the Secretary of State as the design and access statement for the purposes of this Order;

"the environmental statement" means the document submitted with the application under regulation 5(2)(a) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(**f**) and certified as the environmental statement by the Secretary of State for the purposes of this Order together with any supplementary or further environmental information submitted by the undertaker in support of the application;

"footpath" and "footway" have the same meaning as in the 1980 Act;

"framework travel plan" means the document certified by the Secretary of State as the framework travel plan for the purposes of this Order;

(**a**) S.I. 2010/948 as amended by S.I. 2011/987, S.I. 2012/635, S.I. 2012/2975, S.I. 2013/982, S.I. 2014/385, S.I. 2015/377, S.I. 2015/644, S.I. 2015/836 and S.I. 2018/172.
(**b**) S.I.2017/572.
(**c**) 2006 c. 46.
(**d**) S.I. 2016/362.
(**e**) The definition of 'cycle track' was amended by section 1 of the Cycle Tracks Act 1984 (c. 38) and paragraph 21(2) of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c. 54).
(**f**) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/2381, S.I. 2015/377; modified by S.I. 2012/1659.

"the framework construction traffic management plan" means the document certified by the Secretary of State as the framework construction traffic management plan for the purposes of this Order;

"the framework operational traffic management plan" means the document certified by the Secretary of State as the framework operational traffic management plan for the purposes of this Order;

"Gazeley" means Gazeley Northampton s.à.r.l. a Luxembourg société à responsibilité Limitée (private Limited Liability Company) whose registered office is at (Arendt Services) 19 Rue de Bitbourg, L-1273, Luxembourg registered with the Luxembourg Registrar of Commerce with registration number B221335) or its associated companies;

"the green infrastructure plan" means the document certified by the Secretary of State as the green infrastructure plan for the purposes of this Order;

"health facility" means the lorry park sub-area operated by the nominated health service provider to provide occupational health care in the lorry park;

"the Hedgerow and Tree Retention and Removal Plan" means the plans certified as the Hedgerow and Tree Retention and Removal Plan by the Secretary of State for the purposes of this Order";

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

"highway classifications plans" means the plans certified as the highway classifications plans by the Secretary of State for the purposes of this Order;

"Highways England" means Highways England Company Limited (company number 9346363), whose registered office is at Bridge House, 1 Walnut Street Close, Guildford, Surrey, GU1 4LZ, appointed as highway authority for the highways specified in article 2 of the Appointment of a Strategic Highways Company Order 2015(**a**);

"highway works" means Work No.s 10, 14, 15 and 17 to 26 (inclusive) and any related further works;

"the highway works components plans" means the document certified by the Secretary of State as the highway works components plans for the purposes of this Order;

"illustrative rail interchange drawings" means the document certified by the Secretary of State as the illustrative rail interchange drawings for the purposes of this Order;

"the land plans" means the plans certified as the land plans by the Secretary of State for the purposes of this Order;

"lead local flood authority" has the same meaning as in the Flood and Water Management Act 2010(**b**);

"lorry park" means the area for lorry parking and lorry driver welfare comprising Work No. 11 as described in this Order's Schedule 1, Part 3 and on the works plans;

"maintain" includes inspect, repair, adjust, alter, remove, clear, refurbish, reconstruct, demolish, replace or improve unless that activity would result in a significant environmental effect not within the scope of effects assessed in the environmental statement and any derivative of "maintain" must be construed accordingly;

"main site" means Works No.s 1 to 9 (inclusive), 11, 12A and 12B, 15 and 16 and any related further works;

"Network Rail" means Network Rail Infrastructure Limited whose registered office is 1 Eversholt Street, London, NW1 2DN and is registered at Companies House under company number 02904587;

"Northampton Gateway" means the proposed Northampton Gateway Rail Freight Interchange nationally significant infrastructure project;

(**a**) S.I. 2015/376.
(**b**) 2010 c.29 section 6.

"NSIP 1" means the nationally significant infrastructure project comprising a rail freight interchange as set out in Schedule 1 of the 2008 Act and being part of the authorised development contained in Work Nos. 1 - 9;

"NSIP 2" means the nationally significant infrastructure project comprising the alteration of a highway as set out in Schedule 1 of the 2008 Act and being part of the authorised development contained in Work No. 10;

"occupation" means occupation of any building constructed as part of Work No. 5 (Rail Connected Warehousing) or Work No. 6 (Warehousing) other than for the purpose of constructing, fitting out, commissioning or site security;

"the Order limits" means the limits shown on the works plans and the parameters plan for the main site represented by a red line within which the authorised development may be carried out;

"the Order limits plans" means the document certified by the Secretary of State as the Order limits plans for the purposes of this Order;

"order land" means the land shown on the land plan which is within the limits of land to be acquired and described in the book of reference;

"outline 15 year landscape management and maintenance plan" means the document certified by the Secretary of State as the outline 15 year landscape management and maintenance plan for the purposes of this Order;

"outline CEMP" means the document certified by the Secretary of State as the outline construction and operational environmental management plan for the purposes of this Order;

"outline ecological creation and habitat management plan" means the document certified by the Secretary of State as the outline ecological creation and habitat management plan for the purposes of this Order;

"outline site waste management plan" means the document certified by the Secretary of State as the outline site waste management plan for the purposes of this Order;

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

"the parameters plans" means the plans certified as the parameters plans by the Secretary of State for the purposes of this Order;

"phase" means a defined section or part of the authorised development, the extent of which is shown in a scheme submitted to and approved by the relevant planning authority under requirement 3 (phases of development) or shown in a scheme submitted to and approved by the relevant highway authority under requirement 5 (design and phasing of highway works);

"the plans showing public rights of way to be stopped up" means the document certified by the Secretary of State as the public rights of way to be stopped up for the purposes of this Order;

"the private means of access plans" means the document certified by the Secretary of State as the private means of access plans for the purposes of this Order;

"public rights of way strategy" means the document certified by the Secretary of State as the public rights of way strategy for the purposes of this Order;

"public rights of way strategy plans" means the document certified by the Secretary of State as the public rights of way strategy plans for the purposes of this Order;

"public sewer or drain" means a sewer or drain which belongs to the Environment Agency, an internal drainage board or a lead local flood authority or a sewerage undertaker;

"rail served warehousing" means warehousing to which goods can be delivered by rail either directly or by means of another form of transport;

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

"railway" has the same meaning as in the 2008 Act;

"regulation 6(2) plans" means the plans and drawings certified as the regulation 6(2) plans by the Secretary of State for the purposes of this Order;

"relevant highway authority" means in any provision of this Order the highway authority for any area of land to which that provision relates;

"relevant planning authority" means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

"relevant street authority" means in any provision of this Order the street authority for any area of land to which that provision relates;

"relevant traffic authority" has the meaning as in section 121A (traffic authorities) of the 1984 Act;

"requirements" means the requirements set out in Schedule 2 (requirements);

"statutory undertaker" means statutory undertaker for the purposes of section 127(8) (statutory undertakers' land) of the 2008 Act;

"speed limit plans" means the document certified by the Secretary of State as the speed limit plans for the purposes of this Order;

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

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

"the street works plans stopping up of highway" means the document certified by the Secretary of State as the street works plans stopping up of highway for the purposes of this Order;

"sustainability appraisal" means the document certified by the Secretary of State as the sustainability appraisal for the purposes of this Order;

"traffic officer" means a person designated under section 2 (designation of Traffic Officers) of the Traffic Management Act 2004(**a**);

"traffic regulation order plans" means the document certified by the Secretary of State as the traffic regulation order plans for the purposes of this Order;

"trunk road" means a highway which is a trunk road by virtue of—

(a) section 10(c) (general provision as to trunk roads) or section 19(1) (certain special roads and other highways to become trunk roads) of the 1980 Act;

(b) an order made or direction given under section 10 of that Act; or

(c) an order granting development consent; or

(d) any other enactment;

"the undertaker" means Gazeley and Ashfield subject to the provisions contained within **article 8** (consent to transfer benefit of the Order);

"verge" means any part of the road which is not a carriageway;

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

"WCML" means the West Coast Main Line;

"the works plans" means the plans certified as the works plans by the Secretary of State for the purposes of this Order;

"written scheme of archaeological investigation" means the document certified by the Secretary of State as the written scheme of archaeological investigation for the purposes of this Order.

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

(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 air-space above its surface.

(3) All distances, directions 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) References in this Order to numbered works are references to the works as numbered in Schedule 1 (authorised development) and references to numbered requirements are to the requirements as numbered in Schedule 2 (requirements).

(5) All areas described in square metres in the book of reference are approximate.

PART 2

PRINCIPAL POWERS

Development consent granted by the Order

3. The undertaker is granted development consent for the authorised development to be carried out subject to the provisions of the Order including the requirements and within the Order limits.

Power to construct and maintain

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

(2) It does not constitute a breach of the terms of this Order, if, following the coming into force of this Order, any development, or any part of a development, is carried out or used within the Order limits under planning permission granted under the 1990 Act.

Parameters of authorised development

5.—(1) The authorised development is to be carried out within the parameters shown and described on the parameters plans and in carrying out the authorised development the undertaker may—

(a) in respect of the highway works deviate vertically from the levels shown on the highway works components plans and regulation 6(2) plans to any extent not exceeding 1.5 metres upwards or downwards; and

(b) in respect of the railway infrastructure comprised in Work Nos. 1 to 4 deviate vertically from the levels shown on the illustrative rail interchange drawings to any extent not exceeding 1.5 metres upwards or 2.5 metres downwards.

(2) Any such deviations permitted by (1)(a) to (b) do not apply to constrain the authorised development when it is demonstrated by the undertaker to the relevant planning authority's satisfaction and the relevant planning authority certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially worse environmental effects from those assessed in the environmental statement.

Authorisation of use

6. Subject to the provisions of this Order including the requirements, the undertaker and any persons authorised by the undertaker may operate and use that part of the authorised development comprised in Works Nos. 1 – 9, 11, 12A, 12B, 15 and 16 inclusive for the purposes of a rail freight terminal and warehousing for any purposes for which such parts of the authorised development is designed and any purposes ancillary to those purposes.

Benefit of Order

7. Subject to **article 6** (authorisation of use) and **article 8** (consent to transfer benefit of the Order), the provisions of this Order will have effect solely for the benefit of the undertaker.

Consent to transfer benefit of the Order

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

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order (including any of the numbered works) and such related statutory rights as may be agreed in writing between the undertaker and the transferee; or

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (including any of the numbered works) and such related statutory rights as may be so agreed in writing between the undertaker and the lessee.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (4), include references to the transferee or lessee.

(3) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under sub-paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(4) No consent of the Secretary of State is required if—

(a) Ashfield transfers all or part of the benefit of the Order to Gazeley;

(b) part of the benefit of the Order and such related statutory rights are transferred to a statutory undertaker in relation to the relevant works of that undertaking; or

(c) part of the benefit of the Order and such related statutory rights are transferred to a relevant highway authority in relation to any highway works for the benefit of that relevant highway authority.

(5) Where consent of the Secretary of State is not required pursuant to sub-paragraph (4), the undertaker must notify the Secretary of State in writing before transferring or granting the benefit of the Order.

(6) The notification referred to in sub-paragraph (5) must:

(a) be signed by Ashfield and Gazeley, or Gazeley only where Ashfield has already transferred its interest in the relevant part or parts to Gazeley; and

(b) specify the date on which the transfer will take effect (such date to be no earlier than one week from the date of issue of the notification).

Disapplication, application and modification of legislative provisions

9.—(1) Where an application is made to the relevant planning authority, relevant highway authority, Environment Agency, lead local flood authority or the approving body under Schedule 3 (sustainable drainage) of the Flood and Water Management Act 2010(**a**) for any consent, agreement or approval required by a requirement, the following provisions apply, so far as they relate to a consent, agreement or approval of a relevant planning authority required by a condition imposed on a grant of planning permission, as if the requirement was a condition imposed on the grant of planning permission—

(a) sections 78 (right of appeal in relation to planning decision) and 79 (determination of appeals) of the 1990 Act(**b**); and

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(**a**) 2010 c.29. Schedule 3 was amended by sections 21(3) and 88 of the Water Act 2014 (c. 21), S.I. 2012/1659 and S.I. 2013/755. Schedule 3 is to come into force on date to be appointed.

(**b**) Section 78 was amended by section 17(2) of the Planning and Compensation Act 1991 (c. 34) ; section 43(2) of the Planning and Compulsory Act 2004 (c. 5); paragraphs 1 and 3 of Schedule 10, and paragraphs 1 and 2 of Schedule 11, to the Planning Act 2008 (c. 29); section 123(1) and (3) of, and paragraphs 1 and 11 of schedule 12 to, to the Localism Act 2011 (c. 20); and paragraphs 1 and 8 of Schedule 1 to the Growth and Infrastructure Act 2013 (c. 27), Section 79 was

(b) any orders, rules or regulations which make provision in relation to a consent, agreement or approval of a relevant planning authority required by a condition imposed on the grant of planning permission.

(2) For the purposes of paragraph (1), a provision relates to a consent, agreement or approval of a relevant planning authority required by a condition imposed on a grant of planning permission in so far as it makes provision in relation to an application for such a consent, agreement or approval, or the grant or refusal of such an application, or a failure to give notice of a decision on such an application, and any references to "relevant planning authority" for the purposes of this provision is replaced by "the relevant planning authority or other authority from whom a consent, agreement or approval is required".

(3) Regulation 4 (requirement for consent) of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007(**a**) does not apply to any advertisement erected as part of the authorised development within the Order limits.

(4) Regulation 6 of the Hedgerows Regulations 1997(**b**) 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 carrying out or the maintenance of development which has been authorised by an order granting development consent pursuant to the Planning Act 2008."

(5) The provisions of the Neighbourhood Planning Act 2017(**c**) insofar as they relate to temporary possession of land under **article 34** (temporary use of land for carrying out the authorised project) and **article 35** (temporary use of land for maintaining the authorised project) of this Order do not apply to this Order in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

(6) This Order shall not constitute a planning permission for the purpose of Part 11 of the 2008 Act (community infrastructure levy) notwithstanding the definition of planning permission contained within article 5 of the 2010 Regulations (meaning of planning permission).

(7) Section 167 of the 1980 Act(**d**) (restriction on planting trees etc. in or near carriageway) shall not apply to any tree or shrub planted in the course of the authorised development before completion of construction.

(8) Section 167 of the 1980 Act(**e**) (powers relating to retaining walls near streets) does not apply in relation to—

(a) the erection of a wall in the course of the authorised development before completion of construction; or

(b) a wall on land on which works are being carried out, or are to be carried out, in pursuant of the authorised development before completion of construction.

(9) The powers conferred by section 56(1) and (1A) of the 1991 Act(**f**) (powers to give directions as to the timing of proposed and subsisting street works) does not apply in relation to the authorised development.

(10) Section 56A of the 1991 Act(**g**) (power to give directions as to placing of apparatus) does not apply in relation to the placing of apparatus in the course of the authorised development.

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amended by section 18 of, and paragraph 19 of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34); and paragraphs 1 and 4 of Schedule 10 to the Planning Act 2008 (c. 29).

(**a**) SI 2007/783, amended by S.I. 2007/1739, S.I. 2011/2057, S.I. 2011/3058, S.I. 2012/2372 and S.I. 2013/2114.

(**b**) SI 1997/1160.

(**c**) 2017 c.20.

(**d**) Section 78 was amended by section 17(2) of the Planning and Compensation Act 1991 (c. 34) ; section 43(2) of the Planning and Compulsory Act 2004 (c. 5); paragraphs 1 and 3 of Schedule 10, and paragraphs 1 and 2 of Schedule 11, to the Planning Act 2008 (c. 29); section 123(1) and (3) of, and paragraphs 1 and 11 of schedule 12 to, to the Localism Act 2011 (c. 20); and paragraphs 1 and 8 of Schedule 1 to the Growth and Infrastructure Act 2013 (c. 27), Section 79 was amended by section 18 of, and paragraph 19 of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34); and paragraphs 1 and 4 of Schedule 10 to the Planning Act 2008 (c. 29).

(**e**) 1980 c. 66. Section 141 was amended by sections 37 and 46 of the Criminal Justice Act 1982 (c. 48).

(**f**) 1991 c. 22. Section 56(1) and (1A) were amended by section 43 of the Traffic Management Act 2004 (c. 18).

(**g**) 1991 c. 22. Section 56A was inserted by section 44 of the Traffic Management Act 2004 (c. 18).

(11) No restriction under section 58(1) of the 1991 Act(**a**) (power to impose restriction on execution of street works in the twelve months following completion of substantial road works) will have effect in relation to the authorised development.

(12) Section 61(1) of the 1991 Act (under which the consent of the street authority is required for the placing of apparatus in a protected street) does not apply to the placing of apparatus in the course of the authorised development.

(13) Section 62(2) of the 1991 Act (power following designation of protected street to require removal or repositioning of apparatus already placed in the street) does not apply in relation to apparatus placed in the course of the authorised development.

(14) Section 62(4) of the 1991 Act (power when designation as protected street commences or ceases to give directions with respect to works in progress) does not apply in relation to the authorised development.

(15) Section 63(1) of the 1991 Act (under which Schedule 4 to that Act has effect for requiring the settlement of a plan and section of street works to be executed in a street designated by the street authority as having special engineering difficulties) does not apply in relation to the authorised development.

(16) The powers conferred by section 73A(1) and 78A(1) of the 1991 Act(**b**) (requirements for undertaker to re-surface street) may not be exercised in relation to the authorised development.

(17) Sections 74 and 74A of the 1991 Act(**c**) (charge for occupation of the highway and charge determined by reference to duration of works) do not apply in relation to the authorised development.

(18) Schedule 3A to the 1991 Act (restriction on works following substantial street works) does not apply where a notice under section 54 (advance notice of certain works) or 55 (notice of starting date of works) of that Act(**c**) is given in respect of the authorised development.

(19) No notice under paragraph 2(1)(d) of that Schedule (power by notice to require notification of works which an undertaker proposes to carry out in a part of a highway to which a proposed restriction applies) will have effect to require the notification of works proposed to be carried out in the course of the authorised development.

(20) No directions under paragraph 3 of that Schedule (directions as to the date on which undertakers may begin to execute proposed works) may be issued to the undertaker.

(21) Paragraph 3(4) of that Schedule (under which it is an offence for an undertaker to execute street works before the completion of certain other street works) does not apply in relation to the execution of works in the course of the authorised development.

(22) Paragraph 5(1) of that Schedule (effect of direction under paragraph 4 restricting further works) does not apply in relation to the execution of works in the course of the authorised development.

(23) **S**ection 42 of The Local Government (Miscellaneous Provisions) Act 1976(**d**) (certain future local Acts, etc., to be subject to the planning enactments, etc., except as otherwise provided) does not apply to the extent that it would make provisions of this Order authorising the authorised development subject to other provisions.

(24) Paragraphs (1) to (23) only apply in so far as those provisions are not inconsistent with the 2017 EIA Regulations and any orders, rules or regulations made under the 2008 Act.

(**a**) 1991 c. 22. Section 58(1) was amended by section 51(1), (2) of the Traffic Management Act 2004 (c. 18).

(**b**) 1991 c. 22. Section 73A was inserted by section 55(1) of the Traffic Management Act 2004 (c. 18). Section 78A was inserted by section 57(1) of the Traffic Management Act 2004 (c. 18).

(**c**) 1991 c, 22, Schedule 3A was inserted by section 52(2) of, and Schedule 4 to, the Traffic Management Act 2004 (c.18). Section 54 was amended by section 40(1) and (2), and section 49(2) and section 51(1) and (9) of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).

(**d**) 1976 c.57. Section 42 was amended by section 6(2) of, and the Schedule to, the Ports (Finance) Act 1985 (c. 30), and section 15 of the Food and Environment Protection Act 1985 (c. 48).

Defence to proceedings in respect of statutory nuisance

10.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**a**) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within (d) (any dust, steam, smell or other effluvia arising on industrial, trade or business premises and being prejudicial to health or a nuisance), (fb) (artificial light emitted from premises so as to be prejudicial to health or a nuisance) paragraph (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) and (ga) (noise that is prejudicial to health or a nuisance and is emitted from or caused by a vehicle, machinery or equipment in a street or in Scotland, road) of section 79(1) of that Act no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level), of the Control of Pollution Act 1974(**b**); or

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

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised development and that the nuisance is attributable to the use of the authorised development which is being used in compliance with requirement 7 (construction and operational environmental management plan: construction works); or

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

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation to consent for registered noise level to be exceeded), do not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised development.

PART 3

STREETS

Power to alter layout, etc., of streets

11.—(1) Subject to paragraph (2), the undertaker may, for the purposes of constructing and maintaining the authorised development, alter the layout of any street within the main site and the layout of any street having a junction with such a street; and, without limitation on the scope of this paragraph, the undertaker may—

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

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

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

(**a**) 1990 c.43. There are amendments to this Act which are not relevant to the Order.

(**b**) 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to the Order.

(d) make and maintain underpasses, crossovers, and passing places.

(2) The powers conferred by paragraph (1) must not be exercised without the consent of the relevant highway authority but such consent must not be unreasonably withheld.

Street works

12.—(1) The undertaker may for the purposes of the carrying out the authorised development, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) as are within the Order limits and may—

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

(b) tunnel or bore under the street;

(c) place apparatus in the street;

(d) maintain apparatus in the street or change its position;

(e) construct bridges and tunnels;

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

(g) alter the level or increase the width of such kerb, footway, cycle track or verge;

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

(i) make and maintain crossovers and passing places; and

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

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

(3) Without limiting the scope of the powers conferred by paragraph (1) but subject to the consent of the street authority, which consent shall not be unreasonably withheld, the undertaker may, for the purposes of the authorised development, enter on so much of any other street whether or not within the Order limits, for the purposes of carrying out the authorised development.

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

(5) The street works must be carried out in accordance with the relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions).

Permanent stopping up of streets

13.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up permanently each of the streets specified in columns (1) and (2) of Part 1 of Schedule 4 (streets to be permanently stopped up) to the extent specified, by reference to the letters shown on the access and rights of way plan, in column (3) of those Parts of that Schedule.

(2) No street specified in columns (1) and (2) of Part 1 of Schedule 4 (streets for which a substitute is to be provided) is to be wholly or partly stopped up under this article unless—

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

(b) a temporary alternative route for the passage of such traffic as could have used the street to be stopped up is first provided and subsequently maintained by the undertaker between the commencement and termination points for the stopping up of the street until the completion and opening of the new street in accordance with sub-paragraph (a).

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

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

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

(4) The interests and rights to which this section applies are any easement, restriction, restrictive covenant, liberty, privilege, right or advantage annexed to land, including any natural right to support.

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

(6) Any stopping up carried out under this article must be carried out in accordance with any relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions).

Stopping up and diversion of public rights of way

14.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development—

(a) stop up each of the public rights of way specified in columns (1) and (2) of Part 1 of Schedule 5 (public rights of way to be permanently stopped up for which a substitute is to be provided) to the extent specified, in column (3) of that Part of that Schedule;

(b) provide the substitute public rights of way described in column (4) of Part 1 of Schedule 5 between the specified terminus points and on a detailed alignment to be agreed with the relevant highway authority;

(c) temporarily stop up public rights of way to the extent agreed with the relevant highway authority and provide substitute temporary public rights of way between terminus points, on an alignment to be agreed with the relevant highway authority.

(2) No public right of way specified in columns (1) and (2) of Part 1 of Schedule 5 (public rights of way to be stopped up) may be wholly or partly stopped up under this article unless the permanent or temporary diversion routes agreed by the relevant highway authority have first been provided by the undertaker, to the reasonable satisfaction of the relevant highway authority.

(3) Any permanent diversion route provided under paragraph (2), or any temporary diversion route agreed by the relevant highway authority, must be maintained by the undertaker with appropriate clear signage of the permanently diverted or temporarily diverted route.

(4) Any temporary diversion route must be maintained by the undertaker until the completion and opening of the public rights of way within the Order limits specified in column (4) of Part 1 of Schedule 5.

(5) The undertaker must in connection with carrying out of the authorised development provide the new public rights of way specified in columns (1) and (2) of Part 2 of Schedule 5 (new public rights of way to be created) to the extent specified in column (3) of that Part of that Schedule.

Temporary stopping up of streets

15.—(1) During and for the purposes of carrying out the authorised development, the undertaker may temporarily stop up, alter or divert any street and may for any reasonable time—

(a) divert the traffic from the street; and

(b) subject to paragraph (2), prevent all persons from passing along the street.

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

(3) Unless approved under the relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions) the undertaker may not temporarily stop up, alter or divert any street without the consent of the relevant street authority which may attach reasonable conditions to any consent but such consent must not be unreasonably withheld.

(4) 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 of the 1961 Act.

(5) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (3) that street authority is deemed to have granted consent.

Accesses

16.—(1) The undertaker may, for the purposes of the authorised development and subject to paragraph (2), with the agreement of the relevant highway authority or street authority as appropriate (such agreement not to be unreasonably withheld), form and lay out such means of access (permanent or temporary) or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires.

(2) The agreement of the relevant highway authority or street authority as appropriate is not required for the formulation, layout or improvement of a new or existing means of access described in Schedule 1 (authorised development) and carried out in accordance with the relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions).

(3) The private means of access as set out in column (2) of Part 1 of Schedule 6 (private means of access to be replaced) may be removed by the undertaker and if removed must be replaced by the means of access as set out in column (3) of Part 1 of Schedule 6.

(4) The private means of access as set out in column (2) of Part 2 of Schedule 6 (private means of access to be closed for which no substitute is to be provided) may be closed by the undertaker without a substitute being provided.

(5) The undertaker must provide the private means of access as set out in column (2) of Part 3 of Schedule 6 (new private means of access created).

Maintenance of highway works

17. Subject to **article 18** (classification of roads), the streets authorised to be altered or diverted under this Order comprised in Works Nos. 10, 14, 15 and 17-26 are to be adopted as public highways and following the completion of those works are to be maintained by and at the expense of the relevant highway authority and in accordance with the provisions of Schedule 16 (protective provisions).

Classification of roads

18.—(1) The new roads described in Schedule 7 (classification of roads) are to be—

(a) classified as set out in column (3) of Schedule 7 for the purpose of any enactment or instrument which refers to highways classified as such; and

(b) provided for the use of the classes of traffic defined in Schedule 4 (classes of traffic for purposes of special roads) to the 1980 Act as set out in column (4) of Schedule 7.

(2) From the date on which the undertaker notifies the Secretary of State that the new roads described in Schedule 7 have been completed and are open for through traffic—

(a) the body set out in column (5) of Schedule 7 is the highway authority for those roads; and

(b) the new roads identified in column (3) of Schedule 7 are classified as trunk roads for the purpose of any enactment or instrument which refers to highways classified as trunk roads.

Speed limits

19.—(1) Upon the opening of the length of highway specified in columns (1) and (2) of Part 2 of Schedule 8 (roads subject to 30mph speed limit) no person is to drive any motor vehicle at a speed exceeding 30 miles per hour in the lengths of road identified in column (2) of Part 2 of Schedule 8 (roads subject to 30mph speed limit).

(2) Upon the opening of the length of highway specified in columns (1) and (2) of Part 3 of Schedule 8 (roads subject to 40mph speed limit) no person is to drive any motor vehicle at a speed exceeding 40 miles per hour in the lengths of road identified in column (2) of Part 3 of Schedule 8 (roads subject to 40mph speed limit).

(3) The orders referred to in columns (1) and (2) of Part 1 of Schedule 8 (existing orders) are revoked or varied as set out in column (3) of Part 1 of Schedule 8 upon the event listed in column (4) occurring.

(4) The speed limits imposed by this Order are deemed to have been imposed by an order under the 1984 Act and—

(a) have the same effect; and

(b) may be varied by the relevant traffic authority in the same manner,

as any other speed limit imposed by an order under that Act.

(5) No speed limit imposed by this Order applies to vehicles falling within regulation 3(4) (regulations in relation to orders and notices under the 1984 Act) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(**a**) when used in accordance with regulation 3(5) of those Regulations.

Clearways and no waiting

20.—(1) Subject to paragraphs (4) and (5), following the event specified in column (4) of Part 1 of Schedule 9 (clearways), no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait on any part of a carriageway specified in columns (1) and (2) of Part 1 of Schedule 9, other than a lay-by.

(2) Subject to paragraphs (4) and (6) following the event specified in column (4) of Part 1 of Schedule 9 no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait on any verge adjacent to any part of a carriageway specified in columns (1) and (2) of Part 1 of Schedule 9 where such prohibition is indicated as applying in column (3) of Part 1 of Schedule 9.

(3) Subject to paragraph (4) following the event specified in column (3) of Part 2 of Schedule 9 (no waiting at any time) no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait at any time on any day, on the sides of the carriageway specified in columns (1) and (2) of Part 2 of Schedule 9 or its adjacent verge at any time.

(4) Nothing in paragraphs (1), (2) or (3) applies—

(a) to render it unlawful to cause or permit a vehicle to wait on any part of the carriageway or verge, for so long as may be necessary to enable that vehicle to be used in connection with—

(i) the removal of any obstruction to traffic;

(ii) the maintenance, improvement, reconstruction or operation of the carriageway or verge;

(iii) the laying, erection, inspection, maintenance, alteration, repair, renewal or removal in or near the carriageway or verge of any sewer, main pipe, conduit, wire, cable or other apparatus for the supply of gas, water, electricity or any telecommunications apparatus as defined in Schedule 2 to the Telecommunications Act 1984(**b**); or

(iv) any building operation or demolition;

(b) in relation to a vehicle being used—

(i) for police, ambulance, fire and rescue authority or traffic officer purposes;

(**a**) S.I. 2011/935
(**b**) 1984 c.12.

(ii) in the service of a local authority, Highways England, a safety camera partnership or the Driver and Vehicle Standards Agency in pursuance of statutory powers or duties;

(iii) in the service of a water or sewerage undertaker within the meaning of the Water Industry Act 1991(**a**); or

(iv) by a universal service provider for the purposes of providing a universal postal service as defined by the Postal Services Act 2000(**b**); or

(c) in relation to a vehicle waiting when the person in control of it is—

(i) required by law to stop;

(ii) obliged to stop in order to avoid an accident; or

(iii) prevented from proceeding by circumstances outside the person's control.

(5) Nothing in paragraph (1) applies to any vehicle selling or dispensing goods to the extent that the goods are immediately delivered at, or taken into, premises adjacent to the land on which the vehicle stood when the goods were sold or dispersed.

(6) Nothing in paragraph (2) applies—

(a) so as to prevent a vehicle waiting on any verge specified in paragraph (2) for so long as may be necessary —

(i) to enable a person to board or alight from the vehicle;

(ii) to enable goods to be loaded on to or unloaded from the vehicle; or

(iii) to enable goods to be sold from the vehicle provided such goods are immediately delivered at, or taken into, premises adjacent to the vehicle from which sale is effected;

(b) so as to prevent a vehicle waiting on any verge specified in paragraph (2) for so long as may be necessary to enable that vehicle, if it cannot conveniently be used for such purpose without waiting on such verge, to be used in connection with any building operation or demolition, the removal of any obstruction or potential obstruction to traffic, the maintenance, improvement or reconstruction of such verge or of a carriageway immediately adjacent to such verge or the erection, laying, placing, maintenance, testing, alteration, repair or removal of any structure, works or apparatus in, on, under or over that verge or carriageway; or

(c) to a vehicle waiting on any verge specified in paragraph (2) while any gate or other barrier at the entrance to premises to which the vehicle requires access or from which it has emerged is opened or closed.

(7) Paragraphs (1) to (6) have effect as if made by a traffic regulation order under the 1984 Act and their application may be varied or revoked by such an order or by any other enactment which provides for the variation or revocation of such orders.

Motor vehicle restrictions

21.—(1) Subject to subparagraph (3) no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to proceed along any part of a road specified in Part 1 of Schedule 10 (emergency motor vehicle access only restrictions).

(2) Subject to paragraph (3) no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit the length of road identified in Part 2 of Schedule 10 (buses and cyclists only) to be used by any vehicles other than a bus or cycle.

(3) Nothing in paragraph (1) and (2) applies to a vehicle being used—

(a) in connection with—

(**a**) 1991 c.56.
(**b**) 2000 c.26.

(i) building, industrial or demolition operations;

(ii) the removal of any obstruction to traffic;

(iii) the maintenance, improvement or reconstruction of the road including the verge; or

(iv) the laying, erection, alteration or repair on, or in land adjacent to the road or verge of any sewer or of any main, pipe or apparatus for the supply of gas, water or electricity or of any telegraphic line as defined in the Telecommunications Act 1984;

(b) in the service of a local authority, Highways England, or a statutory undertaker in pursuant of statutory powers or duties; or

(c) for fire brigade, ambulance or police purposes.

(4) Paragraphs (1) to (3) have effect as if made by a traffic regulation order under the 1984 Act, and their application may be varied or revoked by such an order or by any other enactment which provides for the variation or revocation of such orders.

Agreements with street authorities

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

(a) the construction of any new highway, including any structure carrying the highway over or under a railway authorised by this Order;

(b) the strengthening, improvement, repair or reconstruction of any highway under the powers conferred by this Order;

(c) the maintenance of the structure of any bridge carrying a highway over or under a railway;

(d) the maintenance of landscaping within a highway constructed as part of the highway works;

(e) any stopping up, alteration or diversion of a highway as part of or to facilitate the authorised development; or

(f) the carrying out in the highway of any of the works referred to in **article 12** (street works).

(2) Such an agreement may, without limitation on the scope of paragraph (1)—

(a) make provision for the relevant highway authority to carry out any function under this Order which relates to the highway in question;

(b) include an agreement between the undertaker and relevant highway 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

23.—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

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

(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 make any opening into any public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, 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 under the powers conferred by this article damage or interfere with the bed or banks of any watercourse forming part of a main river.

(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 under this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) Nothing in this article overrides the requirement for an environmental permit under regulations (12)(b) of the Environmental Permitting (England and Wales) Regulations 2010(**b**).

(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 references to expressions in this article, excluding watercourse, which are used both in this article and in the Water Resources Act 1991(**c**) have the same meaning as in that Act.

Authority to survey and investigate land

24.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development or which may be required as set out in the assessment in the Environmental Statement for the authorised project and—

(a) survey or investigate the land;

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

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner, who is not the undertaker, and occupier of the land.

(3) Any person entering land under the powers conferred by this article on behalf of the undertaker—

(a) must, if so required, produce written evidence of their authority to do so; and

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(**a**) 1991 c. 56. Section 106 was amended by section 35(1) and (8) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43) and, sections 36(2) and 99 of the Water Act 2003 (c. 37) (subject to the transitional provisions contained in article 6 of, and Schedule 3 to, S.I. 2004/641) and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c. 29).

(**b**) S.I. 2010/675.

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

(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.

(4) No trial holes may be made under this article—

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

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

but such consent must not be unreasonably withheld.

(5) 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 of the 1961 Act (determination of questions of disputed compensation).

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

(b) Under paragraph (5)(b) in the case of a street authority;

that authority is deemed to have granted consent.

(7) Section 13 (refusal to give permission 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 to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

PART 5

Powers of Acquisition

Compulsory acquisition of land

25.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate, or is incidental, to it.

(2) This article is subject to paragraph (2) of **article 28** (compulsory acquisition of rights) and **article 34** (temporary use of land for carrying out the authorised project).

Time limit for exercise of authority to acquire land compulsorily

26.—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

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

(b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by **article 30** (application of the Compulsory Purchase (Vesting Declarations) Act 1981)(**a**).

(2) The authority conferred by **article 34** (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.

(**a**) 1981 c.66. Sections 2, 6 and 11 were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). There are other amendments to the 1981 Act which are not relevant to this Order.

Compulsory acquisition of land – incorporation of the mineral code

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

(a) for "the acquiring authority" substitute "the undertaker";

(b) for the "undertaking" substitute "authorised development"; and

(c) paragraph 8(3) is not incorporated.

Compulsory acquisition of rights

28.—(1) The undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under **article 25** (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this article, **article 29** (private rights) and **article 36** (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 12 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 of the 1965 Act, as substituted by paragraph 6 of Schedule 13 (modifications of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires an existing right over land or restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 13 (modifications of compensation and compulsory purchase enactments for creation of new rights) 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 restrictive covenants.

(5) In any case where the acquisition of new rights 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.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Private rights

29.—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under **article 25** (compulsory acquisition of land) are suspended and unenforceable or, where so notified by the undertaker to the person with the benefit of such private rights or restrictive covenant, extinguished in so far as in either case their continuance would be inconsistent with the acquisition—

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

(b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under **article 28** (compulsory acquisition of rights) 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 the undertaker (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 the undertaker under section 11(1) of the 1965 Act (power of entry) in pursuance of the right,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker 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 the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or **article 36** (statutory undertakers) applies.

(6) Paragraphs (1) to (3) 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 restrictive covenants 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's taking temporary possession of the land

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

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

(7) If an agreement referred to in paragraph (6)(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.

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

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

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

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

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

(b) for "the three year period mentioned in section 4" substitute "the five year period mentioned in **article 26** (time limit for exercise of authority to acquire land compulsorily) of the Rail Central Rail Freight Interchange and Highway Order 201[X]".

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

(5) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).

(6) All references to the 1965 Act in the 1981 Act will be construed as references to the 1965 Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.

Application of Part 1 of the Compulsory Purchase Act 1965

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

(2) In section 4A(1) (extension of time limit during challenge)—

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

(b) for "the three year period specified in section 4" substitute "the five year period mentioned in **article 26** (time limit for exercise of authority to acquire land compulsorily) of the Rail Central Rail Freight Interchange and Highway Order 201[X]".

(3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for "section 4 of this Act" substitute "**article 26** (time limit for exercise of authority to acquire land compulsorily) of the Rail Central Rail Freight Interchange and Highway Order 201[X]".

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

(a) omit paragraphs 1(2) and 14(2); and

(b) at the end insert—

"Part 4

Interpretation

30. In this Schedule, references to entering on and taking possession of land do not include doing so under **article 34** (temporary use of land for carrying out the authorised project) or **article 35** (temporary use of land for maintaining the authorised project) of the Rail Central Rail Freight Interchange and Highway Order 201[X]."

Acquisition of subsoil only

32.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of **article 25** (compulsory acquisition of land) or **article 28** (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.

Rights under or over streets

33.—(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 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) 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

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

(a) enter on and take temporary possession of—

(i) the land specified in columns (1) and (2) of **Schedule 11** (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and

(ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act;

(b) remove any buildings and vegetation from that land;

(c) construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, 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 the authorised project; and

(e) construct any works, or use the land, as specified in relation to that land of **Schedule 11** (land of which temporary possession may be taken), or any mitigation works.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article 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 (4) of **Schedule 11** (land of which temporary possession may be taken), unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) 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, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, 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 any 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 3 (streets subject to street works).

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to replace a building removed under this article.

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

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

(8) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) 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 (6).

(9) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

(a) acquiring new rights or imposing restrictive covenants over any part of that land under **article 28** (compulsory acquisition of rights) to the extent that such land is listed in column (1) of **Schedule 11**; or

(b) acquiring any part of the subsoil (or rights in the subsoil) of that land under **article 32** (acquisition of subsoil only).

(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 of the 1965 Act (refusal to give possession to acquiring authority) 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 of the 2008 Act (application of compulsory acquisition provisions).

Temporary use of land for maintaining the authorised project

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

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

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

(2) Paragraph (1) does 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.

(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.

(4) The undertaker is not required to comply with Paragraph (3) in a case of emergency and if an emergency exists they must—

(a) give to the owners and occupiers of the land in question notice of its intended entry or (as the case may be) of its having entered onto the land as soon as is reasonably practicable; and

(b) comply with Paragraph (1) so far as is reasonably possible in the circumstances.

(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 (7), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) 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 (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 of the 1965 Act (refusal to give possession to acquiring authority) 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 of the 2008 Act (application of compulsory acquisition provisions).

(12) In this article "the maintenance period", in relation to any part of the authorised project, means the period of 5 years beginning with the date on which that part of the authorised development is first brought into use.

Statutory undertakers

36. Subject to the relevant provisions of **Schedule 16** (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 within the limits to the land to be acquired and described in the book of reference; and

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

Recovery of costs of new connections

37.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under **article 36** (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 36** (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 of the 1991 Act applies.

(4) In this paragraph—

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

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(**a**) 2000 c.21.

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

Guarantees in respect of payment of compensation

38.—(1) If the benefit of the Order is transferred to a person pursuant to **article 8(1)** (consent to transfer benefit of the Order) other than a person for which the consent of the Secretary of State is not required under **article 8(4)** and following the completion of an instrument to effect the transfer of the benefit of the Order under **article 8(1)**, the new undertaker must not exercise a power conferred by **articles 27 to 37** (powers of acquisition) unless a guarantee or alternative form of security in respect of the liabilities of the undertaker to pay compensation under the power being exercised is first secured.

(2) Sub-paragraph 1 shall not apply in the event that the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(a) no such claims have been made;

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

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

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

(e) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation shall be payable.

(3) The form of guarantee or security referred to in sub-paragraph (1), and the amount guaranteed or secured, must be approved by the Secretary of State.

(4) The undertaker must provide the Secretary of State with such information as the Secretary of State may reasonably require relating to the interests in the land affected by the exercise of the powers conferred by **articles 27 to 37** (powers of acquisition) for the Secretary of State to be able to determine the adequacy of the proposed guarantee or security including—

(a) the interests affected; and

(b) the undertaker's assessment, and the basis of the assessment, of the level of compensation.

(5) A guarantee or other security given in accordance with this article that guarantees or secures the undertaker's payment of compensation under this Part shall be enforceable against the guarantor or provider of security by any person to whom such compensation is properly payable.

(6) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 10 years from the date on which the relevant power is exercised.

PART 6

MISCELLANEOUS AND GENERAL

Operation and use of railways

39.—(1) The undertaker may operate and use the railway comprised in the authorised development and any other elements of the authorised development as a system, or part of a system, of transport for the carriage of goods.

(2) Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 (the provision of railway services) of the Railways Act 1993(**a**).

(**a**) 1993 c. 43. This Act has been amended by the Transport Act 2000 (c. 38), the Railways and Transport Safety Act 2003 (c. 20) and the Railways Act 2005 (c. 14). There are other amendments to this Act which are not relevant to this Order.

Operational land for the purposes of the 1990 Act

40. Development consent granted by this Order within that part of the Order limits upon which the highway works are to be carried out is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is treated as operational land for the purposes of that Act).

Charges

41. The undertaker may demand, take or recover or waive such charges for carrying goods on the railway comprised in the authorised development, or for any other services or facilities provided in connection with the operation of that railway, as it thinks fit.

Application of landlord and tenant law

42.—(1) This article applies to—

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

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

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

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

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

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

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

Felling or lopping of trees and removal of hedgerows

43.—(1) Subject to sub-paragraph (4) the undertaker may fell or lop any tree or shrub near any part of the authorised development, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree, shrub or hedgerow—

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

(b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not cause unnecessary damage to any tree, shrub or hedgerow and must pay compensation to any person for any loss or damage arising from such activity.

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

(4) The undertaker may, for the purposes of the authorised project—

(a) remove any hedgerows within the Order limits and specified in Schedule 14 Part 1 (removal hedgerows) that may be required; and

(b) remove the important hedgerows as are within the Order limits and specified in Schedule 14 Part 2 (removal of important hedgerows).

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

Protection of interests

44. Schedules 16 (protective provisions) to this Order have effect.

Certification of plans etc.

45.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—

(a) the works plans (Document 2.4);

(b) the parameters plans (Document 2.13 and 2.14);

(c) the code of construction practice (Document 6.1.5.2);

(d) outline construction and operational environmental management plan (Document 6.1.5.2);

(e) the green infrastructure plan (Document 2.13);

(f) the design and access statement (Document 7.2);

(g) the environmental statement (Document 6.1);

(h) the written scheme of archaeological investigation (Document 7.14);

(i) the framework travel plan (Document 7.8);

(j) the framework construction traffic management plan (Document 7.9a);

(k) the framework operational traffic management plan (Document 7.9b);

(l) the outline 15 year landscape management and maintenance plan (Document 7.11);

(m) the public rights of way strategy (Document 7.6);

(n) the outline ecological creation and habitat management plan (Document 7.10);

(o) the street works plans stopping up of highway (Document 2.7);

(p) the plans showing public rights of way to be stopped up (Document 2.6);

(q) the private means of access plans (Document 2.17);

(r) the highway classifications plans (Document 2.8);

(s) the speed limit plans (Document 2.18);

(t) the traffic regulation order plan (Document 2.27);

(u) the access to works plans (Document 2.5);

(v) the book of reference (Document 4.3);

(w) the land plans (Document 2.2);

(x) the Order limits plans (Document 2.12); and

(y) sustainability appraisal (Document 7.17),

(z) the highway works components plans (Documents 2.27 and 2.29 to 2.43),

(aa) the Regulation 6(2) plans (Document 2.28),

(bb) the Illustrative Rail Interchange Drawings (Documents 2.20 to 2.24),

(cc) public rights of way strategy plans (Document 2.44),

(dd) the Hedgerow and Tree Retention and Removal Plan (Document 2.19),

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(**a**) S.I. 1 the framework construction traffic management plan (Document [7.9a]) 997/1160;

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

46.—(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 other 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 (6) 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 as 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 that land (describing it); and

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

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

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

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

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

(d) 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 7 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

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

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date may not be less than 7 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—

"electronic transmission" means a communication transmitted—

(a) by means of electronic communications network; or

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

"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.

Arbitration

47.—(1) Any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled in arbitration in accordance with the rules at Schedule 15 (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) Where the referral to arbitration under paragraph (1) relates to a difference with the Secretary of State, in the event that the parties cannot agree upon a single arbitrator within the specified time period stipulated in paragraph (1), either party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

Governance of requirements and amendments to approved details

48.—(1) With respect to any plans, details or schemes which require approval by the relevant planning authority or relevant highway authority pursuant to any requirement in Schedule 2 (the "Approved Plans, Parameters, Details or Schemes"), the undertaker may submit to the relevant planning authority or relevant highway authority for approval any amendments to the Approved Plans, Parameters, Details or Schemes and following any such approval by the relevant planning authority or relevant highway authority the Approved Plans, Parameters, Details or Schemes is to be taken to include the amendments approved pursuant to this subparagraph.

(2) Approval under sub-paragraph (1) for the amendments to the parameters identified in Schedule 2 must not be given except where it has been demonstrated to the satisfaction of the relevant planning authorities that the subject-matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects in comparison with the authorised development as approved (as identified in the environmental statement).

Crown rights

49.—(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—

(a) to use, enter upon or in any manner interfere with any land or rights of any description—

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

(ii) belonging to Her 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

(iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department;

(b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).

(2) 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.

Procedure in relation to certain approvals etc.

50.—(1) Where an application is made to or request is made of the relevant planning authority, a highway authority, a traffic authority, a street authority, or the owner of a watercourse, sewer or drain for any consent, agreement or approval required or contemplated by any of the provisions of the Order, such consent, agreement or approval to be validly given, must be given in writing and must not be unreasonably withheld or delayed and if no response is received in writing within 28 days, or eight weeks if in accordance with Schedule 17 (procedure for discharge of requirements) of this Order, of the application or request being made then any such approval is deemed to have been given.

(2) Schedule 17 (procedure for discharge of requirements) is to have effect in relation to all consents, agreements or approvals required from the relevant planning authority in respect of discharge of requirements listed in Schedule 2.

(3) Where an application is made to or request is made of the relevant planning authority for any consent, agreement or approval required or contemplated by any requirement where a third party is a consultee under that requirement, such application or request must at the same time be sent to that third party for its reference.

Trees subject to tree preservation orders

51.—(1) The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order which was made after March 2017 or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

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

(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) 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, is to be determined under Part 1 of the 1961 Act.

Signed by the authority of the Secretary of State for Transport

Name

Address

Date

Head of the Transport and Works Act Orders Unit
Department for Transport

SCHEDULES

SCHEDULE 1 Articles 2(1) and 3

AUTHORISED DEVELOPMENT

PART 1

NSIP 1: THE CONSTRUCTION OF A RAIL FREIGHT INTERCHANGE

In the County of Northamptonshire and the District of South Northamptonshire

Work No. 1 [Railway adjoining Northampton Loop Line and between WCML and NLL]

Within the area of land described on the works plans as Work No. 1—

1. The construction of a new railway lines from the rail freight terminal (Work No. 2) in order to connect with the existing Northampton Loop railway line, the general arrangement of which is shown on the Illustrative Rail Interchange Drawings, including—

(a) construction of a new railway track and associated rail infrastructure;

(b) formation of new railway embankments and all necessary earthworks;

(c) construction of development plateaus;

(d) removal of existing pedestrian and cycleway railway overbridges;

(e) the construction of pedestrian and cycleway railway overbridges to cross the Northampton Loop Line and all necessary superstructures and substructures including footings, abutments and wingwalls;

(f) vehicle parking;

(g) new arrival and departure rail tracks adjacent to the existing railway; and

(h) the alteration of the existing railway infrastructure including points and signals.

Work No. 2 [RF terminal incl. intermodal terminal]

Within the area of land described on the works plans as Work No. 2—

2. The construction of a rail freight terminal and rail tracks to connect with the rail tracks described in Work Nos. 1 and 3 to 5, the general arrangement of which is shown on the Illustrative Rail Interchange Drawings, including—

(a) the construction of an intermodal rail freight loading and unloading terminal including—

(i) rail sidings to load and unload freight;

(ii) freight storage areas; and

(iii) gantry cranes, crane rails, reach stackers and other lifting equipment;

(b) earthworks to achieve a terminal plateau;

(c) construction of development plateaus;

(d) rail tracks and associated rail infrastructure;

(e) cripple sidings, rail freight terminal refuelling and maintenance areas;

(f) terminal entry and exit barriers, loading lanes, container inspection facility, internal roads, gatehouses and parking areas;

(g) rail freight terminal control building, including maintenance, customs and administrative buildings with office accommodation, vehicle/cycle parking, staff and visitor welfare facilities;

(h) solar energy provision, including roof mounted solar panels;

(i) storage and workshop buildings;

(j) the construction of pedestrian and cycleway railway overbridges to cross the Northampton Loop Line and all necessary superstructures and substructures including footings, abutments and wingwalls; and

(k) HGV stacking area.

Work No. 3 [Express freight cross dock platform and railway from WCML]

Within the area of land described on the works plans as Work No. 3—

3. The construction of an express freight dock platform and a new railway line to connect with the existing West Coast Main Line railway line with Work Nos. 1 and 2, the general arrangement of which is shown on the Illustrative Rail Interchange Drawings, including—

(a) rail sidings to load and unload freight;

(b) freight storage areas;

(c) earthworks to achieve a terminal plateau;

(d) construction of development plateaus;

(e) the construction of new railway tracks and associated rail infrastructure;

(f) terminal entry and exit barriers, loading lanes, internal roads and parking areas;

(g) formation of new railway embankments and all necessary earthworks;

(h) removal of existing pedestrian and cycleway railway overbridges;

(i) the construction of pedestrian and cycleway railway overbridges to cross the WCML and all necessary superstructures and substructures including footings, abutments and wingwalls;

(j) new arrival and departure rail tracks adjacent to the existing railway;

(k) the alteration of the existing railway infrastructure including points and signals; and

(l) diversion of public footpath KX13 and KX15 as shown on the plans showing public rights of way to be stopped up (Document 2.6).

Work No.4 [Train Maintenance Depot]

Within the area of land described on the works plans as Work No. 4—

4.—(1) The construction of a train maintenance depot and refuelling facility, including—

(a) vehicle and cycle parking;

(b) solar energy provision, including roof mounted solar panels;

(c) service yard;

(d) administrative buildings, including office accommodation and staff and visitor welfare facilities; and

(e) construction of development plateaus.

(2) The construction of new rail tracks and associated rail infrastructure to connect with both the rail tracks in Work Nos. 1 and 2 and the train maintenance depot.

Work No. 5 [Rail Connected Warehousing]

Within the area of land described on the works plans as Work No. 5—

5.—(1) The construction of rail connected warehousing (including ancillary offices) and buildings within the area annotated as Zones 5 and 5a on the parameters plans (Document 2.14), including—

(a) warehouses;

(b) construction of development plateaus;

(c) earthworks to provide development plateaus;

(d) service yards and vehicle parking;

(e) vehicle and pedestrian access routes;

(f) secondary electricity substations;

(g) resource recovery units and solar energy provision, including roof mounted solar panels;

(h) container storage;

(i) rail tracks and associated rail infrastructure;

(j) ancillary buildings including maintenance buildings and workshops;

(k) internal roads;

(l) footways; and

(m) permissive cycle tracks.

(2) The demolition of Roseacre Nursery and associated outbuildings.

Work No. 6 [Warehousing]

Within the area of land described on the works plans as Work No. 6—

6. The construction of rail served warehousing (including ancillary offices) and buildings within the area annotated as Zones 1, 2, 3a, 3b, and 4 on the parameters plans (Document 2.14), including—

(a) warehouses;

(b) construction of development plateaus;

(c) earthworks to provide development plateaus;

(d) ancillary buildings;

(e) service yards and vehicle parking;

(f) vehicle and pedestrian access routes;

(g) secondary electricity substations;

(h) resource recovery units and solar energy provision, including roof mounted solar panels;

(i) container storage;

(j) rail tracks and associated rail infrastructure;

(k) ancillary buildings including maintenance buildings and workshops;

(l) internal roads;

(m) footways; and

(n) permissive cycle tracks.

Work No. 7 [A43 Access Road and Main Spine Road]

Within the area of land described on the works plans as Work No. 7—

7. The construction of the A43 Access Road and Main Spine Road including—

(a) roundabout junctions;

(b) new bridges and retaining walls; and

(c) surface water attenuation basins;

(d) footways;

(e) permissive cycle tracks;

(f) creation of emergency access from the Northampton Road into the rail freight interchange;

(g) creation of bus stop facilities; and

(h) the alteration and diversion of the existing public footpath RD12 and KX16 as shown in the plans showing public rights of way to be stopped up (Document 2.6) and the creation of an underpass facility.

Work No. 8 [On-site infrastructure]

Within the area of land described on the works plans as Work No. 8—

8. The construction of a bus interchange including—

(a) bus stops and bus stands;

(b) bus interchange buildings;

(c) ancillary infrastructure to serve the bus interchange; and

(d) creation of bus stop facilities on Northampton Road.

9. The construction of on-site infrastructure including—

(a) on site private access roads;

(b) roundabout junctions;

(c) footways; and

(d) permissive cycle tracks.

Work No. 9 [On-site footways and public bridleways]

10. The construction of footways, public bridleways and landscaping to the east of the Northampton Loop Line as described in Work No. 9 and denoted on the works plans including the construction of pedestrian and cycleway railway overbridges to cross the Northampton Loop Line and all necessary superstructures and substructures including footings, abutments and wingwalls.

PART 2

NSIP 2: CONSTRUCTION WORKS AT JUNCTION 15A OF THE M1

In the County of Northamptonshire and the Districts of South Northamptonshire and Northampton

Work No. 10 [J15a alterations]– Part A]

Within the area of land described on the works plans as Work No. 10—

1. The provision of the highway alteration works, the general arrangement of which is shown in the regulation 6(2) plans (Document 2.28), including—

(a) predevelopment works to facilitate widening and reconfiguration;

(b) widening and signalisation of the northern roundabout on the A5123 to the north of the M1 carriageway including widening of the northbound A43 approach;

(c) removal of the southern roundabout on the existing A43 to the south of the M1 carriageway and reconfiguration of the accessway to land to the East;

(d) widening of the A5123 approach and the M1 southbound off-slip approach;

(e) construction of a signalised junction, two lane free flow slip road on the A43 southbound and widening of the A43 northbound on the approach to the southern junction; and

(f) construction of a new bridge over the Grand Union Canal to the south of the M1 and linking it to the A43 including construction of a new signalised junction.

PART 3

ASSOCIATED DEVELOPMENT

Associated development within the meaning of section 115(2) (development for which consent may be granted) of the 2008 Act comprising—

In the County of Northamptonshire and the Districts of South Northamptonshire and Northampton

Work No. 10 [J15a alterations – Part B]

Within the area of land described on the works plans as Work No. 10—

1. Alterations and construction works relating to J15a, including—

(a) temporary alteration and diversion of existing public footpath number LA13;

(b) construction of new retaining structures; and

(c) construction of surface water attenuation basins.

In the County of Northampton and the District of South Northamptonshire

Work No. 11 [Lorry Park]

Within the area of land described on the works plans as Work No. 11—

2. A lorry park including—

(a) lorry parking;

(b) driver welfare facility including toilets, showers and occupational health provisions;

(c) health facility;

(d) vehicle parking; and

(e) noise barriers and landscaping.

Work No. 12A [Landscaping and Habitat Creation]

Within the area of land described on the works plans as Work No. 12A—

3. The provision of landscaping including—

(a) soft landscaping;

(b) earthworks (including retaining structures) and the creation of screening bunds;

(c) basins for surface water attenuation (including flood alleviation related drainage infrastructure);

(d) realignment of the Milton Malsor brook and realignment of the watercourse leading to the Milton Malsor brook;

(e) the removal and stopping up of existing footpaths and bridleways and the provision of new and diverted footpaths, bridleways and cycle tracks;

(f) boundary treatments and additional planting (including fencing);

(g) habitat creation;

(h) woodland and hedgerow planting;

(i) areas of semi improved and species rich grassland;

(j) creation of waterbodies, wetland habitat;

(k) provision of bat houses, incorporating a maintenance equipment store;

(l) flood alleviation and brook diversion works;

(m) earthworks to provide compensation flood plain;

(n) watercourse diversion works;

(o) erosion control features at inlets and outlets;

(p) upgrading existing watercourses;

(q) flood control structure, attenuation storage bund, culverting and surface water outflow;

(r) secondary electricity substations;

(s) landscaping including landscaped ridge; and

(t) the construction of pedestrian and cycleway railway overbridges to cross the Northampton Loop Line and all necessary superstructures and substructures including footings, abutments and wingwalls.

Work No. 12B [Landscaping and Habitat Creation]

Within the area of land described on the works plans as Work No. 12B—

4. The provision of landscaping including—

(a) soft landscaping;

(b) earthworks (including retaining structures) and the creation of screening bunds;

(c) basins for surface water attenuation (including flood alleviation related drainage infrastructure);

(d) realignment of the Milton Malsor brook and realignment of the watercourse leading to the Milton Malsor brook;

(e) the removal and stopping up of existing footpaths and bridleways and the provision of new and diverted footpaths, bridleways and cycle tracks;

(f) boundary treatments and additional planting (including fencing);

(g) habitat creation;

(h) woodland tree and hedgerow planting;

(i) areas of semi improved and species rich grassland;

(j) creation of waterbodies, wetland habitat;

(k) provision of bat houses, incorporating a maintenance equipment store;

(l) flood alleviation and brook diversion works;

(m) earthworks to provide compensation flood plain;

(n) watercourse diversion works;

(o) erosion control features at inlets and outlets;

(p) upgrading existing watercourses;

(q) flood control structure, attenuation storage bund, culverting and surface water outflow;

(r) secondary electricity substations;

(s) landscaping including landscaped ridge;

(t) new and diverted public footpaths and bridleways as shown on the public rights of way strategy plans (Document 2.44); and

(u) the construction of pedestrian and cycleway railway overbridges to cross the Northampton Loop Line and all necessary superstructures and substructures including footings, abutments and wingwalls.

Work No. 13 [Landscaping and Habitat Creation]

Within the area of land described on the works plans as Work No. 13—

5. The provision of landscaping including—

(a) soft landscaping;

(b) the removal and stopping up of existing footpaths and bridleways and the provision of new and diverted footpaths, bridleways and cycle tracks;

(c) boundary treatments and additional planting (including fencing);

(d) habitat creation;

(e) woodland and hedgerow planting;

(f) areas of semi improved and species rich grassland; and

(g) renovation of existing agricultural buildings and provision of bat houses.

Work No. 14 [Highway works – A43 access]

Within the area of land described on the works plan as Work No. 14—

6. Alterations to the A43 the general arrangement of which is shown in Document 2.27 including—

(a) removal of the existing left-in/left-out access points from and to the existing A43;

(b) the construction of temporary left in, left-out access points from and to the existing A43;

(c) the construction of a grade separated roundabout junction and associated merge/diverge facilities with retaining structures;

(d) the construction of new bridges; and

(e) the alteration and diversion of the existing public footpaths as shown on the access and rights of way plans (Document 2.44) and the creation of an underpass facility.

Work No. 15 [Underpass]

Within the area of land described on the works plan as Work No. 15—

7. The carrying out of the underpass works to continue the access road under the Northampton Road, the general arrangement of which is in Document 2.29, including creation of new pedestrian and cycle access points from Northampton Road into the:

(a) construction of an underpass; and

(b) temporary vehicle access and crossing point on Northampton Road.

Work No. 16 [Primary substation]

8. Within the area of land described on the works plan as Work No. 16— the provision of a Primary Electricity Substation.

Work No. 17 [Other highway works]

Within the area of land described on the works plan as Work No. 17—

9. Northampton Road/Towcester Road and Collingtree Road/ Barn Lane – highway works comprising the construction of a footway, cycleway and associated signage and highway markings, the general arrangement of which is shown in Document 2.43.

Work No. 18 [Other highway works]

Within the area of land described on the works plan as Work No. 18—

10. A43 (south)/ Saint Johns Road (west) /A43 (north)/ Saint Johns Road (east) – the provision of additional signage and carriageway resurfacing, the general arrangement of which is shown in Document 2.41.

Work No. 19 [Other highway works]

Within the area of land described on the works plan as Work No. 19—

11. A43 South/Northampton Road/A43 North – the provision of additional signage, the general arrangement of which is shown in Document 2.42.

Work No. 20 [Other highway works]

Within the area of land described on the works plan as Work No. 20—

12. A43 and Tove Roundabout, Towcester Bypass (southwest)/ Towcester Road/ A5, (north)/ A43, (northeast)/ A5, Watling Street (southeast) – highway works comprising carriageway widening including but not limited to the circulatory carriageway, reconfiguration of carriageway markings and construction of retaining structures, the general arrangement of which is shown in Document 2.37.

Work No. 21 [Other highway works]

Within the area of land described on the works plan as Work No. 21—

13. Abthorpe Road and Abthorpe roundabout/ A43, Towcester Bypass (north)/ Brackley Road/ A43, Towcester Bypass (south) – highway works comprising reconfiguration of signalisation, carriageway widening, reconfiguration of carriageway markings and construction of retaining structures, the general arrangement of which is shown in Document 2.38.

In the County of Northamptonshire and the District of Northampton

Work No. 22 [Other highway works]

Within the area of land described on the works plan as Work No. 22—

14. A5076, Upton Way (south)/ Telford Way/ A5076, Upton Way (north)/ Water Tull Way/ Duston Mill Lane – highway works comprising carriageway widening; provision of additional lanes and reconfiguration of road markings, the general arrangement of which is shown in Document 2.39.

Work No. 23 [Other highway works]

Within the area of land described on the works plan as Work No. 23—

15. A5076, Upton Way (south)/ High Street/ A5076, Upton Way (north)/ Duston Mill – highway works comprising carriageway widening, provision of additional lanes and reconfiguration of road markings, the general arrangement of which is shown in Document 2.40.

Work No. 24 [Other highway works]

Within the area of land described on the works plan as Work No. 24—

16. A5076/A5123/Upton Way roundabout (Pineham Park) (Danes Camp Way) – highway works comprising carriageway widening, provision of additional lanes and reconfiguration of road markings, the general arrangement of which is shown in Document 2.34.

Work No. 25 [Other highway works]

Within the area of land described on the works plan as Work No. 25—

17. A5076 (west)/Hunsbury Hill Avenue/ Hunsbarrow Road/ A5076, Danes Camp Way/ Hunsbury Hill Road – highway works comprising partial signalisation of roundabout junction, carriageway widening, provision of additional lanes and reconfiguration of road markings, the general arrangement of which is shown in Document 2.35.

Work No. 26 [Other highway works]

Within the area of land described on the works plan as Work No. 26—

18. Towcester Road/A5076, Danes Camp Way/ A5123, Towcester Road/ Mere Way/ Tesco Access – highway works comprising the provision of additional traffic signal control, carriageway widening, additional lanes, extension of the right turn lane on Mere Way approach and reconfiguration of road markings, the general arrangement of which is shown in Document 2.36.

Further works

19. The following further works provided that such works do not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.—

(1) Within the area of land described on the works plans as Work Nos. 1 to 9, 11, 12A, 12B, 15 and 16 the provision of—

(a) weighbridges;

(b) internal estate roads and maintenance accesses;

(c) cycle parking facilities;

(d) electric vehicle charging points;

(e) site preparation works, site clearance and excavation;

(f) swales, landscaping, fencing, boundary treatments, bunds, earthworks and earthwork retaining structures;

(g) the provision of footways, cycle tracks, permissive cycle tracks, bridleways and footpath linkages;

(h) water supply works, foul drainage provision and storage, foul pumping stations, surface water management systems, drainage conveyance system, balancing ponds (surface and underground), attenuation and culverting;

(i) connections to mains services and provision of utilities infrastructure including primary and secondary electricity substations, catenary and pressure reducing stations;

(j) diversion of oil pipeline, other pipelines, sewers, utilities and services;

(k) demolition of existing buildings and surface structures;

(l) temporary concrete batching plants;

(m) temporary construction compounds including temporary buildings, welfare facilities, storage and parking areas;

(n) temporary stock piling areas for topsoil and subsoil material;

(o) temporary haul roads;

(p) temporary rail sidings;

(q) public art;

(r) lighting;

(s) security fencing;

(t) gatehouses, barriers and CCTV;

(u) acoustic fencing;

(v) the clearing of and making good to existing watercourses; and

(w) such other works as may be necessary or expedient for the purpose of or in connection with the construction or use of the authorised development.

(2) Within the area of land described on the works plans as Work Nos. 10, 13, 14 and 17 to 26 the provision of—

(a) site preparation works, site clearance and excavation;

(b) the demolition of buildings and structures;

(c) fencing and boundary treatments;

(d) barriers;

(e) water supply works and foul drainage provision;

(f) surface water management and drainage works including swales, attenuation and culverting;

(g) works to alter the course of, or otherwise interfere with a watercourse;

(h) ducting;

(i) removal of existing hedgerows and making good;

(j) bunds, embankments, aprons, abutments, shafts, foundations, wing walls, cuttings, landscaping and boundary treatments, earthworks and earthwork retaining structures;

(k) environmental mitigation;

(l) pavements, surface treatments, kerbs and channels;

(m) the provision of ramps, means of access, footpaths, bridleways, footways, cycle tracks and crossing facilities;

(n) works to alter or remove road furniture;

(o) refurbishment works to any existing bridge or gantry;

(p) traffic signs, traffic signals, surface course and carriageway markings;

(q) street lighting and electrical equipment;

(r) motorway communications and control equipment;

(s) retaining walls;

(t) diversion of sewers, pipelines, utilities and services;

(u) provision of utilities and services;

(v) temporary concrete batching plants;

(w) temporary construction compounds including temporary buildings, welfare facilities, storage and parking areas;

(x) temporary earthworks material stockpiles;

(y) regrading and adjustments to ground levels;

(z) works for the benefit or protection of land affected by the authorised development;

(aa) works required for the strengthening, improvement, maintenance or reconstruction of any streets;

(bb) such other works as may be necessary or expedient for the purpose of or in connection with the construction or use of the authorised development;

(cc) Enabling Works;

(i) Hazardous material removal;

(ii) Archaeological and heritage investigations;

(iii) Environmental approvals;

(iv) Utilities isolations;

(v) Security;

(vi) Topographic surveys;

(vii) Building and boundary control;

(viii) Grid set-outs for earthworks e.g. retaining walls;

(ix) Grid set-outs for access works e.g. ramps, hard-stand areas; and

(x) Sustainability issues such as material reclamation, re-use and safe disposal of site materials, and the minimisation of land-fill and waste; and

(dd) Temporary Works;

(i) Temporary traffic management plans;

(ii) Temporary traffic signal control;

(iii) Temporary earthworks, trenching, ducting;

(iv) Temporary Statutory Undertakers Plant diversions;

(v) Temporary haul roads;

(vi) Temporary road construction;

(vii) Temporary signage and fencing; and

(viii) Temporary drainage systems.

SCHEDULE 2

Articles 2(1) and 3

REQUIREMENTS

Interpretation

1. In this Part of this Schedule—

"BREEAM" means Building Research Establishment Environmental Assessment Methodology;

"energy strategy" means a strategy to reduce greenhouse gas emissions from buildings to below levels required by Building Regulations and through sustainable design measures;

"nominated health service provider" means the occupational health care service commissioned by the undertaker to operate the health facility;

"pre-commencement works" means operations consisting of site clearance, demolition works, environmental surveys, investigations for the purpose of assessing ground conditions, diversion and laying of haul roads, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, archaeological investigations, remedial work in respect of any contamination or other adverse ground conditions, the erection of temporary structures or hard standing and testing and diversion of oil pipelines;

"relevant sewerage undertaker" means a sewerage undertaker as defined in the Water Industry Act 1991(**a**) being Anglian Water Services Limited;

"whole life carbon assessment" means an assessment undertaken in accordance with RICS Guidance to identify means to reduce greenhouse gas emissions arising from the production of materials used in construction.

Time limit

2. The authorised development must not commence later than the expiration of 5 years beginning with the date that this Order comes into force.

Phases of development

3.—(1) Development must not commence (excluding the pre-commencement works) of any phase on the main site until a written scheme setting out all the phases of the main site which must be in accordance with the outline phasing proposals in chapter 5 of the environmental statement has been submitted to and approved in writing to the relevant planning authority. The written scheme must include phasing details of—

(a) archaeological mitigation;

(b) earthworks;

(c) ecological mitigation;

(d) rail infrastructure;

(e) roads within the main site;

(f) surface water and foul drainage;

(g) development plots;

(h) landscaping; and

(i) mains services.

(2) The authorised development must be carried out in accordance with the approved phasing scheme.

(**a**) 1991 c. 56.

(3) A rail terminal capable of handling at least four goods trains per day must be constructed prior to the occupation of any rail served warehousing.

(4) Development of Work No. 3 (express freight dock platform and railway from WCML) may only commence once details of capacity and timing of delivery have been submitted to and approved in writing by Network Rail.

Detailed design

4.—(1) Development must not commence (excluding the pre-commencement works) on a phase of the main site until the details of the following (where applicable to that phase) have been submitted to and approved in writing by the relevant planning authority—

(a) rail infrastructure;

(b) embankments and bunds;

(c) vehicular circulation routes;

(d) hard landscaping, cycle tracks, footpaths and bridleways;

(e) surface and foul drainage;

(f) bicycle, motorcycle and vehicle parking;

(g) built development design (including external materials and sustainable energy measures) and layout;

(h) site levels and finished floor levels;

(i) roads within the main site;

(j) intermodal area;

(k) fuelling and maintenance areas;

(l) freight storage area (including containers);

(m) weighbridges;

(n) gatehouses;

(o) fencing walls and other means of enclosure (including acoustic fencing);

(p) substations;

(q) luminaire selection, positioning and lighting design;

(r) public transport infrastructure;

(s) footpath specification; and

(t) soft landscaping.

(2) The details for each phase of the authorised development on the main site must be in accordance with the design and access statement, the green infrastructure plan, the parameters plan, the CoCP, the outline CEMP and the works plans.

(3) The details submitted in relation to Work No.12B will confirm whether the landscaping and ecological infrastructure forming Work No.12B will be delivered and, if so, how it will be delivered and maintained.

(4) The authorised development must be carried out in accordance with the details approved in writing by the relevant planning authority (as the same may be amended by article 48 (governance of requirements and amendments to approved details).

Design and phasing of highway works

5.—(1) The highway works must be carried out in accordance with the relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions) (as appropriate), and in accordance with details first submitted to and approved by the relevant highway authority, which details must be in general accordance with (as appropriate)—

(a) the highway works components plans; or

(b) the regulation 6(2) plans.

(2) No highway works are to commence (except the pre-commencement works) until a timetable for the delivery of the highway works has been submitted to and approved in writing by the relevant highway authority.

(3) No part of the main site may be occupied until the following works have been completed:

(a) Work No. 14 (A43 access);

(b) Work Nos. 18 (A43 (south)/ Saint Johns Road (west) /A43 (north)/ Saint Johns Road (east)) and 19 (A43 South/Northampton Road/A43 North);

(c) Work No. 10 (J15a alterations); and

(d) Work Nos. 20 (A43 and Tove roundabout) and 21 (Abthorpe Road and Abthorpe roundabout).

(4) In the event that the availability of road space bookings or technical approval of the design and specification of the highway works, or any other event reasonably beyond the control of the undertaker, causes a delay to the delivery of the works set out in requirement 5(3) and the main site is ready for occupation, the undertaker may deliver Work Nos. 20 and 21 following first occupation of the main site.

(5) In the event that requirement 5(4) applies and Work Nos. 20 and 21 are delivered following occupation of the main site, Work Nos. 20 and 21 must be delivered within 2 years of first occupation of the main site.

(6) The undertaker must use reasonable endeavours to complete the highway works identified in column (1) of the table below by no later than the stage of development set out in column (3) of the table below or such alternative later triggers as are agreed by the relevant body identified in column (4) and the local planning authority.

(1) Item as described in Schedule 1	*(2) Description*	*(3) Stage of Development*	*(4) Relevant Body*
17	Northampton Road/Towcester Road Foot/Cycleway		Northamptonshire County Council
24	A5076/A5123/Upton Way		Northamptonshire County Council
26	Towcester Road/A5076/A5123/Tesco		Northamptonshire County Council
25	A5076/Hunsbury Hill Avenue/Hunsbarrow Road/Hunsbury Hill Road		Northamptonshire County Council
23	A5076/High Street/Duston Mill		Northamptonshire County Council
22	A5076/Telford Way/Walter Tull Way/Duston Mill Lane		Northamptonshire County Council

Code of Construction Practice

6. The code of construction practice certified in accordance with **Article 45** (certification of plans) in relation to the authorised development must be complied with in relation to all phases of the construction works including any amendments or variations that may be approved in writing by the relevant planning authority in accordance with **Article 48** (governance of requirements and amendments to approved details) of this Order.

Construction and Operational Environmental Management Plan: Construction Works

7.—(1) Development must not commence (excluding the pre-commencement works) on a phase of the authorised development until a detailed Construction and Operational Environmental Management Plan ("detailed CEMP") for that phase of development, (which accords with the CoCP and outline CEMP) has been submitted to and approved in writing by the relevant planning authority or in the case of the highway works by the relevant highway authority and also having regard to any relevant provisions of Parts 1 to 3 of Schedule 16 (protective provisions). The detailed CEMP for each phase must include the following plans—

(a) a soil resources management plan;

(b) a materials management plan, which must accord with the template materials management plan at Appendix B of the outline CEMP;

(c) a pollution prevention method statement, which must include a pollution incident response handbook and accord with the outline pollution prevention method statement at Appendix D of the outline CEMP;

(d) a geotechnical design report and specification including earthworks specifications;

(e) a construction noise and vibration management plan;

(f) a construction lighting management plan;

(g) a site waste management plan for construction, which must accord with the outline site waste management plan at Appendix H of the outline CEMP; and

(h) where relevant measures to control the interaction between the delivery of Work No. 10 and the improvement works to junction 15a of the M1 proposed in Northampton Gateway Rail Freight Interchange Development Consent Order 20[XX].

(2) The detailed CEMP for each phase of development is to be reviewed and updated if necessary to address unacceptable impacts arising from construction works. Each detailed CEMP must be submitted by the undertaker for approval in writing by the relevant planning authority or in the case of the highway works the relevant highway authority.

(3) All construction works must be carried out in accordance with the detailed CEMP as approved.

Construction and Operational Environmental Management Plan: Operation

8.—(1) A phase of the main site must not be occupied until the following plans for that phase have been prepared in accordance with the principles in the outline CEMP and submitted to and approved in writing by the relevant planning authority:

(a) an operational detailed design lighting plan and illumination impact profile, which must include details of any lighting on any gantry cranes included in that phase;

(b) an operational noise and vibration management plan; and

(c) a site waste management plan for operation, which must accord with the outline site waste management plan at Appendix H of the outline CEMP.

(2) The plans approved pursuant to sub-paragraph (1) must be implemented as approved and maintained for the duration of use of the main site.

Air Quality

9.—(1) Development must not commence (excluding pre-commencement works) on a phase of the authorised development until an air quality and dust management plan (which accords with the principles in the outline CEMP) has been submitted to and approved in writing by the relevant planning authority.

(2) The air quality and dust management plan must include a construction air quality monitoring plan (which accords with the air quality and dust management plan) unless the relevant planning authority confirms in writing that such a plan is not necessary.

(3) A phase of the main site must not be occupied until:

(a) an operational air quality monitoring plan (which accords with the air quality and dust management plan) has been submitted to and approved in writing by the relevant planning authority; or

(b) the relevant planning authority confirms that such a plan is not necessary.

Public Rights of Way

10. The public rights of way strategy certified in accordance with **Article 45** (certification of plans) in relation to the authorised development must be complied with, including any amendments or variations that may be approved in writing by the relevant planning authority in accordance with **Article 48** (governance of requirements and amendments to approved details) of this Order.

Maintenance of landscape

11.—(1) Development must not commence (excluding the pre-commencement works) on a phase of the main site until a 15 year landscape management and maintenance plan for that phase has been submitted to and approved in writing by the relevant planning authority. The 15 year landscape management and maintenance plan must accord with the outline 15 year landscape management and maintenance plan, the outline ecological creation and habitat management plan and the principles in the outline CEMP.

(2) All landscaping works must be carried out and maintained in accordance with the 15 year landscape management and maintenance plan approved by the relevant planning authority.

Ecological Creation and Habitat Management Plan

12.—(1) Development must not commence (excluding the pre-commencement works) on a phase of the main site until an ecological creation and habitat management plan for that phase has been submitted to and approved in writing by the relevant planning authority. The ecological creation and habitat management plan must accord with the outline ecological creation and habitat management plan, the outline 15 year landscape management and maintenance plan and the principles in the outline CEMP.

(2) The ecological creation and habitat management plan must be implemented as approved by the relevant planning authority.

Habitat Creation

13.—(1) No phase of the main site is to commence until:

(a) an ecological creation and habitat management plan for the provision and long-term management of the habitat creation at Work No. 13 has been submitted to the relevant planning authority and approved in writing; and

(b) the following works have been completed:

(i) preparation of the area designated in the ecological creation and habitat management plan to receive live or felled veteran trees from the main site; and

(ii) provision of the roosting habitats set out in the ecological creation and habitat management plan for animals displaced from the main site.

(2) An ecological creation and habitat management plan submitted under sub-paragraph (1) must be prepared in accordance with the principles in the outline ecological creation and habitat management plan, the outline 15 year landscape management and maintenance plan and the principles in the outline CEMP.

(3) A 15 year landscaping management and maintenance plan (which accords with the outline ecological creation and habitat management plan, the outline 15 year landscape management and maintenance plan and the principles in the outline CEMP) for Work No. 13 must be submitted to

and approved in writing by the relevant planning authority within one year of the commencement of development of Work No. 13.

(4) The management of the habitat creation at Work No. 13 must be carried out in accordance with the plans submitted and approved under subparagraphs (1) and (3).

Archaeology

14.—(1) In relation to the main site:

(a) any archaeological works or watching brief required must be carried out in accordance with the approved written scheme of archaeological investigation and the archaeology management principles in the outline CEMP; and

(b) in the event that site investigation is required, the site investigation and post investigation assessment must be completed for that stage in accordance with the written scheme of archaeological investigation, with provision made for analysis, publication and dissemination of results and archive deposition secured for that stage.

(2) In relation to Work No. 10 (J15a alterations) and Work No. 20 (A43 and Tove Roundabout, Towcester Bypass (southwest)/Towcester Road/A5 (north)/A43 (northeast)/A5 Wathing Street (southeast):

(a) no phase may commence (excluding pre-commencement works) until an archaeological investigation (which accords with the CoCP and archaeology principles in the outline CEMP) has been carried out for that phase and a written scheme of archaeological investigation has been submitted to and approved by the relevant planning authority;

(b) the written scheme of archaeological investigation must include details of the following—

(i) an assessment of significance and research questions;

(ii) the programme and methodology of site investigation and recording;

(iii) the programme for post investigation assessment;

(iv) provision to be made for analysis of the site investigation and recording;

(v) provision to be made for publication and dissemination of the analysis and records of the site investigation;

(vi) provision to be made for archive deposition of the analysis and records of the site investigation; and

(vii) nomination of a competent person or organisation to undertake the works set out within the written scheme of investigation;

(c) any archaeological works or watching brief must be carried out in accordance with the approved scheme; and

(d) in the event that site investigation is required, the site investigation and post investigation assessment must be completed for that stage in accordance with the written scheme of archaeological investigation, with provision made for analysis, publication and dissemination of results and archive deposition secured for that stage.

Building sustainability

15.—(1) No development of a warehouse may take place until a BREEAM Pre-Assessment Report based upon the BREEAM 2014 method (or equivalent) has been submitted to and approved in writing by the relevant planning authority demonstrating that the unit is expected to achieve at least a BREEAM 2014 “Excellent” rating.

(2) The development of each of the warehouses must be carried out in accordance with the principles in the BREEAM 2014 Pre-Assessment Report (or equivalent) for that unit and a certificate must be provided within six months of completion or occupation (whichever is the sooner) of each warehouse confirming that the warehouse to which that assessment relates has achieved a BREEAM Excellent rating.

(3) The undertaker must comply with the principles set out in the sustainability appraisal subject to sub-paragraph (4).

(4) The undertaker must submit an updated sustainability appraisal to the relevant planning authority for approval on the date falling two years after the date that development commences and every two years thereafter for a period of 10 years.

(5) Development must not commence on a phase of the main site (excluding pre-commencement works) until a whole life carbon assessment (which accords with the principles in the outline CEMP) for that phase has been submitted to and approved in writing by the relevant planning authority.

(6) A phase of the main site must not be occupied until a detailed energy strategy (which accords with the principles in the outline CEMP) for that phase has been submitted to and approved in writing by the relevant planning authority.

Watercourse realignment

16.—(1) Development must not commence (excluding pre-commencement works) within Work No.12A until a detailed watercourse engineering (realignment) and drainage strategy (which accords with the principles in the outline CEMP and the parameters plans) has been submitted to and approved in writing by the relevant planning authority or such other approval process that is put in place under the Flood and Water Management Act 2010(**a**).

(2) The detailed watercourse engineering (realignment) and drainage strategy must be implemented in accordance with the details approved by the relevant planning authority.

Surface water drainage

17.—(1) Development must not commence (excluding pre-commencement works) on a phase of the authorised development until a surface water drainage strategy for that phase (which accords with the outline surface water drainage strategy and principles in the outline CEMP) has been submitted to and approved in writing by the relevant planning authority or such other approval process that is put in place under the Flood and Water Management Act 2010(**b**).

(2) The surface water drainage strategy must be implemented in accordance with the details approved by the relevant planning authority.

Foul water drainage

18.—(1) Prior to commencement of development within a phase of the main site an outline foul water drainage strategy (which accords with the principles in the outline CEMP) must be prepared in consultation with the relevant sewerage undertaker and approved in writing by the relevant sewerage undertaker.

(2) Development must not commence (excluding pre-commencement works) on a phase of the main site until a detailed foul water drainage strategy for that phase (which accords with the outline foul water drainage strategy and the principles in the outline CEMP) has been submitted to and approved in writing by the relevant planning authority.

(3) The detailed foul water drainage strategy for each phase must be implemented as approved by the relevant planning authority.

Sustainable transport

19.—(1) The undertaker must establish a transport review group, which will include so many representatives from the relevant planning authorities and relevant highway authority as necessary and who will be responsible for monitoring the implementation of the framework travel plan,

(**a**) 2010 c.29.
(**b**) 2010 c.29.

framework construction traffic management plan and framework operational traffic management plan, and who will ensure the framework travel plan, construction traffic management plan and operational traffic management plan are complied with at all times following the commencement of the authorised development.

(2) The undertaker may agree with the transport review group to vary the framework travel plan, the construction traffic management plan and the operational traffic management plan.

(3) The provisions of the framework travel plan, framework construction traffic management plan and the framework operational traffic management plan or any variation of such plan agreed by the transport review group must be complied with at all times following the commencement of the authorised development.

Construction traffic management plan

20.—(1) Development must not commence (excluding pre-commencement works) on a phase of the authorised development until a detailed construction traffic management plan relating to that phase (which accords with the framework construction traffic management plan and the CoCP) has been submitted to and approved in writing by the relevant planning authority.

(2) The approved construction traffic management plan must be implemented as approved and maintained during construction of that phase of the authorised development.

Operational traffic management plan

21.—(1) A phase of the main site may not be occupied until an operational traffic management plan (which accords with the framework operational traffic management plan) for that phase has been submitted to and approved in writing by the relevant planning authority.

(2) The approved operational traffic management plan must be implemented as approved and maintained for the duration of use of the main site.

Contamination risk

22.—(1) Development must not commence on a phase of the authorised development until a detailed remediation method statement (which accords with the outline remediation method statement in the environmental statement and the principles in the outline CEMP) for that phase has, after consultation with the Environment Agency, been submitted to and approved by the relevant planning authority.

(2) The detailed remediation method statement must be implemented as approved.

Construction hours

23.—(1) Subject to sub-paragraph (2) construction and demolition works (including any deliveries) within the Order limits must not take place other than between 07:00 and 19:30 hours on weekdays and 08:00 and 13:00 hours on Saturdays, excluding public holidays as specified in the CoCP.

(2) Outside the periods specified in paragraph (1) the following working is permitted:

(a) pre-planned construction works to highway or rail infrastructure where first notified to the relevant planning authority and local residents;

(b) archaeological investigations, landscaping works and any non-intrusive activities such as start-up, shut-down and internal fit-out works but must include start-up and shut-down and deliveries;

(c) emergency works; and

(d) works that do not cause noise that is audible at the boundary of the Order limits.

(3) Any emergency works carried out under sub-paragraph (2)(c) must be notified to the relevant planning authority within 72 hours of their commencement.

Passenger Station

24.—(1) The undertaker must submit a passenger station review to Network Rail—

(a) on or before the date on which three months have passed from first occupation of the main site; and

(b) on the date falling two years after the date the first passenger station review is made and every two years thereafter.

(2) Each passenger station review must state whether the undertaker considers a passenger station could be delivered on the main site and identify any such impediments to the feasibility of its delivery, explaining reasons for any such conclusion and whether such impediments can be overcome.

(3) If the undertaker considers impediments can be overcome, subject to the approval of Network Rail, it shall use reasonable endeavours to deliver a passenger station on the main site.

Health facility

25.—(1) No part of Work No. 11 (the lorry park) is to commence (excluding the pre-commencement works) until written details and designs for the provision of the health facility has been submitted to and approved by the relevant planning authority.

(2) The details and designs submitted under sub-paragraph (1) will be developed in consultation with the nominated health service provider and in accordance with applicable guidance and will include—

(a) provision for GP and pharmacy dispensing services, primary care for minor injuries, and occupational healthcare and hygiene services and facilities;

(b) details of proposed hours of operation and access;

(c) details of proposed service levels and staffing requirements; and

(d) details of proposed access and transfer arrangements for emergency services and vehicles.

(3) The health facility must be constructed and operated in accordance with the approved details and designs under sub-paragraph (1).

Lorry Park

26.—(1) No part of Work No. 11 (the lorry park) is to commence (excluding the pre-commencement works) until a management plan for its operation has been submitted to and approved by the relevant planning authority.

(2) The management plan must include details, of:

(a) the phases of its construction;

(b) the layout and landscaping of the parking areas;

(c) any noise mitigation measures; and

(d) details of a register to be kept to record all vehicles using the lorry park.

(3) The lorry park must subsequently be retained for the duration of the use of the main site and must be laid out and operated in accordance with the management plan as approved.

Design and phasing of rail connection works

27. Works carried out to connect any rail infrastructure constructed under this Order with apparatus owned by Network Rail must be in accordance with the provisions of Part 1 of Schedule 16 (protective provisions) and details first submitted to and approved by Network Rail, which details must be in general accordance with the illustrative rail interchange drawings.

SCHEDULE 3

Article 12

STREETS SUBJECT TO STREET WORKS

(1) *Area*	*(2)* *Street subject to highway works*
District of South Northamptonshire	*A43 – length within the Order limits*
	Northampton Road – length within the Order limits
	Towcester Road - length within the Order limits
	M1 Motorway Junction 15a - length within the Order limits
	A5 - length within the Order limits
	Brackley Road - length within the Order limits
	Un-named field access at Junction 15a - length within the Order limits
	Barn Lane – length with Order limits
	Collingtree Road – length with Order limits
	St Johns Road – length within the Order limits
	the circulatory carriageway of the A43 Tove Roundabout
	the circulatory carriageway of the A43 Abthorpe Roundabout
District of Northamptonshire	*A5076 – length within the Order limits*
	A5123 - length within the Order limits
	Towcester Road - length within the Order limits
	Telford Way - length within the Order limits
	Upton Valley Way East - length within the Order limits
	Hunsbarrow Road - length within the Order limits
	Hunsbury Hill Avenue - length within the Order limits
	Hunsbury Hill Road - length within the Order limits
	High Street - length within the Order limits
	Edgar Mobbs Way - length within the Order limits
	the circulatory carriageway of the A5076 / A5123 / Upton Way East Roundabout
	the circulatory carriageway of the A5076 / Hunsbury Hill Avenue Roundabout
	the circulatory carriageway of the A5076 / Towcester Road / Tesco Access Road Roundabout
	the circulatory carriageway of the A5076 / Telford Way Roundabout
	the circulatory carriageway of the A5076 / High Street Roundabout
	M1 Motorway Junction 15a - length within the Order limits
	A43 – length within the Order limits

	Tesco Access Road – length within the Order limits

SCHEDULE 4

Article 13

STREETS TO BE PERMANENTLY STOPPED UP

PART 1

STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Street to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New street to be substituted*
District of South Northamptonshire	Northampton Road	The existing highway between point E and point F marked with a orange dashed line within the Street Works Plans Stopping Up of Highway Sheet 1 of 2 reference RC-ALG-PLN-2.7.1	A new highway bridge between point E and point F marked with a orange dashed line within the Street Works Plans Stopping Up of Highway Sheet 1 of 2 reference RC-ALG-PLN-2.7.1

PART 2

STREETS FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Street to be stopped up*	*(3)* *Extent of stopping up*
District of South Northamptonshire	Barn Lane	The existing highway between point H and point I marked with a pink dashed line within Street Works Plans Stopping Up Of Highway Sheet 2 of 2 reference RC-ALG-PLN-2.7.2

SCHEDULE 5

Article 14

PUBLIC RIGHTS OF WAY TO BE STOPPED UP

PART 1

PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Public right of way to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New public right of way or permissive path to be substituted*
Parish of Blisworth	Public footpath RD12 (part)	The existing footpath RD12 (part) between the points marked J	Proposed public footpath RD12 (part) to be realigned

		and L indicated in green within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 1 of 4 (RC-ALG-PLN-2.6.1)	between the points marked J and K as indicated in blue within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 1 of 4 (RC-ALG-PLN-2.6.1)
Parish of Milton Malsor	Public footpath KX16 (part)	The existing footpath KX16 (part) between the points marked L, A1 and L1 indicated in green within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 1 of 4 (RC-ALG-PLN-2.6.1)	Proposed public footpath KX16 (part) to be realigned between the points marked K, A and K1 as indicated in blue within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 1 of 4 (RC-ALG-PLN-2.6.1)
Parish of Blisworth	Public footpath RD1 (part)	The existing footpath RD1 (part) between the points marked P and P1 indicated in green within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 3 of 4 (RC-ALG-PLN-2.6.3)	Proposed public footpath RD1 (part) to be realigned between the points marked P, O2, O1, O, M1 and M as indicated in blue within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 3 of 4 (RC-ALG-PLN-2.6.3)
Parish of Milton Malsor	Public footpath KX13 (part)	The existing footpath KX13 (part) between the points marked P1 and M indicated in green within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 3 of 4 (RC-ALG-PLN-2.6.3)	Proposed public footpath KX13 (part) to be realigned between the points marked P, O2, O1, O, M1 and M as indicated in blue within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 3 of 4 (RC-ALG-PLN-2.6.3)
Parish of Milton Malsor	Public footpath KX15 (part)	The existing footpath KX15 (part) between the points marked O2 and N indicated in green within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 3 of 4 (RC-ALG-PLN-2.6.3)	Proposed public footpath KX15 (part) to be realigned between the points marked O2, O1, O, M1 and M as indicated in blue within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 3 of

		4 (RC-ALG-PLN-2.6.3)

PART 2

NEW PUBLIC RIGHTS OF WAY TO BE CREATED

(1) *Area*	*(2)* *Public rights of way or permissive way to be created*	*(3)* *Extent of new public right of way or permissive way to be created*
Parish of Milton Malsor	Public footpath	Proposed public footpath to be provided between the points marked A, A1, B, D and E as indicated in purple within the Plan Showing Public Rights of Way To Be Stopped Up Sheets 1 and 2 of 4 (RC-ALG-PLN-2.6.1 and RC-ALG-PLN-2.6.2)
Parish of Milton Malsor	Public footpath	Proposed public footpath to be provided between the points marked E, D and M as indicated in purple within the Plan Showing Public Rights of Way To Be Stopped Up Sheets 1 and 2 of 4 (RC-ALG-PLN-2.6.1 and RC-ALG-PLN-2.6.2)
Parish of Milton Malsor	Public footpath	Proposed public footpath to be provided between the points marked C, B and F as indicated in purple within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 1 of 4 (RC-ALG-PLN-2.6.1)
Parish of Blisworth	Public footpath	Proposed public footpath to be provided between the points marked F, G, H and I with spurs from F to F1, G to G1 and H to H1 as indicated in purple within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 1 and 3 of 4 (RC-ALG-PLN-2.6.1 and RC-ALG-PLN-2.6.3)
Parish of Rothersthorpe	Public footpath	Proposed public footpath to be provided between the points marked Q and R as indicated in purple within the Plan Showing Public Rights of Way To Be Stopped Up Sheet 4 of 4 (RC-ALG-PLN-2.6.4)

SCHEDULE 6

Article 16

PRIVATE MEANS OF ACCESS

PART 1

PRIVATE MEANS OF ACCESS TO BE REPLACED

(1) *Area*	*(2)* *Extent*	*(3)* *Replacement*
District of South Northamptonshire	The private means of access marked C on the Private Means of Access Plan Sheet 2 of 3 reference RC-ALG-PLN-2.17.2	The private means of access marked C on the Private Means of Access Plan Sheet 2 of 3 reference RC-ALG-PLN-2.17.2
	The private means of access marked D on the Private Means of Access Plan Sheet 2 of 3 reference RC-ALG-PLN-2.17.2	The private means of access marked D on the Private Means of Access Plan Sheet 2 of 3 reference RC-ALG-PLN-2.17.2
	The private means of access marked E on the Private Means of Access Plan Sheet 2 of 3 reference RC-ALG-PLN-2.17.2	The private means of access marked E on the Private Means of Access Plan Sheet 2 of 3 reference RC-ALG-PLN-2.17.2

PART 2

PRIVATE MEANS OF ACCESS TO BE CLOSED FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Private Means of Access*
District of South Northamptonshire	The private means of access marked A on the Private Means of Access Plan Sheet 1 of 3 reference RC-ALG-PLN-2.17.1
	The private means of access marked B on the Private Means of Access Plan Sheet 1 of 3 reference RC-ALG-PLN-2.17.1

PART 3

NEW PRIVATE MEANS OF ACCESS CREATED

(1) *Area*	*(2)* *Private Means of Access*
District of South Northamptonshire	The private means of access marked F on the Private Means of Access Plan Sheet 3 of 3 reference RC-ALG-PLN-2.17.3

District of South Northamptonshire	The private means of access marked G on the Private Means of Access Plan Sheet 3 of 3 reference RC-ALG-PLN-2.17.3

SCHEDULE 7

Article 18

CLASSIFICATION OF ROADS

PART 1

NEW AND DIVERTED ROADS

(1) *Area*	*(2)* *Extent of Street*	*(3)* *Classification*	*(4)* *Classes of Traffic*	*(5)* *Relevant Highway Authority*
In the District of South Northamptonshire	The length of street shown coloured orange on the highway classifications plan sheet 3 of 5 (RC-ALG-PLN-2.8.3)	Trunk Road	All purpose	Highways England

SCHEDULE 8

Article 19

SPEED LIMITS

PART 1

EXISTING ORDERS

(1) *Statutory Instrument Title*	*(2)* *S.I. Number*	*(3)* *Changes*	*(4)* *Event*

PART 2

ROADS SUBJECT TO 30MPH SPEED LIMIT

(1) *Location*	*(2)* *Length*
Site access road westbound	From the circulatory carriageway of the

	proposed at grade roundabout within the development to the circulatory carriageway of the proposed grade separated roundabout shown in orange on the speed limit plan (RC-ALG-PLN-2.27.10)
Site access road eastbound	The circulatory carriageway of the proposed grade separated roundabout to the circulatory carriageway of the proposed at grade roundabout within the development shown in orange on the speed limit plan (RC-ALG-PLN-2.27.10)

PART 3

ROADS SUBJECT TO 40MPH SPEED LIMIT

(1) *Location*	*(2)* *Description*
A43 northbound	From a point 184 metres south and a point 57m west of the southern A43 roundabout to the circulatory carriageway of the A5123/A43 roundabout shown in magenta on the speed limit plan (RC-ALG-PLN-2.28.4)
A43 southbound	The circulatory carriageway of the A5123/A43 roundabout to a point 184 metres south of the southern A43 roundabout shown in magenta on the speed limit plan (RC-ALG-PLN-2.28.4)

SCHEDULE 9

Article 20

CLEARWAYS AND NO WAITING

PART 1

CLEARWAYS

(1) *Location*	*(2)* *Description*	*(3)* *Prohibition of waiting on verges*	*(4)* *Event*
A43 northbound merge	From the site access roundabout exit point to the end of merge nose on the northbound merge slip road shown in blue on the traffic regulation order plan (RC-ALG-PLN-2.27.11).	No	Opening of the site access junction to development traffic.
A43 northbound diverge	From the start of diverge nose to the roundabout entry point on the northbound diverge	No	Opening of the site access junction to development traffic.

	slip road shown in blue on the traffic regulation order plan (RC-ALG-PLN-2.27.11).		
A43 southbound merge	From the site access roundabout exit point to the end of merge nose on the southbound merge slip road shown in blue on the traffic regulation order plan (RC-ALG-PLN-2.27.11).	No	Opening of the site access junction to development traffic.
A43 southbound diverge	From the start of diverge nose to the roundabout entry point on the southbound diverge slip road shown in blue on the traffic regulation order plan (RC-ALG-PLN-2.27.11).	No	Opening of the site access junction to development traffic.
A43 link road between M1/A43 J15a southern roundabout to M1 westbound merge slip road.	From J15a southern roundabout to new junction with the M1 westbound merge slip road shown on the traffic regulation order plan (RC-ALG-PLN-2.28.5).	No	Opening of J15a to traffic following construction of junction upgrades.

PART 2

NO WAITING AT ANY TIME

(1) *Location*	*(2)* *Length*	*(3)* *Event*
Site access road	Circulatory carriageway of site access roundabout to the limit of highway adoption shown in yellow on the traffic regulation orders plan (RC-ALG-PLN-2.27.11).	Opening of the site access junction to development traffic.

SCHEDULE 10

Article 21

MOTOR VEHICLE RESTRICTIONS

PART 1

EMERGENCY MOTOR VEHICLE ACCESS ONLY RESTRICTIONS

(1) *Location*	*(2)* *Length*
Northampton Road	The proposed access shown coloured orange on the Access to Works plan sheet 2 of 3 (RC-ALG-PLN-2.5.2)

PART 2

BUSES AND CYCLISTS ONLY

(1) *Location*	*(2)* *Point of Entry*
Northampton Road	The proposed access shown coloured blue on the Access to Works plan sheet 2 of 3 (RC-ALG-PLN-2.5.2)

SCHEDULE 11

Article 31

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Area*	*(2)* *Number of land shown on land plan*	*(3)* *Purpose for which temporary possession may be taken*	*(4)* *Relevant part of the authorised development*
In the County of Northamptonshire and the District of South Northamptonshire	W10/8, W10/9, W10/10, W10/15, W10/16 and W10/43	Temporary stopped up and diversion of a canal towpath during construction	Work No. 10
	W10/23	Temporary Construction Compound	Work No. 10
In the County of Northamptonshire and the District of South Northamptonshire	W10/8, W10/9, W10/10, W10/13, W10/15, W10/16, W10/23, W10/43 and W10/45	Construction, installation, operation and maintenance of the authorised development	Work No. 10

SCHEDULE 12

Article 28

LAND IN WHICH ONLY NEW RIGHTS ETC MAY BE REQUIRED

(1) Number of land shown on land plan	*(2) Purpose for which rights may be acquired*

W10/13 and W10/45	The right to enter onto and remain on the land for the purposes of construction, installation, operation and maintenance of the works set out in Work No. 10 and to reconfigure road markings and signage, alter and remove street furniture and resurface the road carriage

SCHEDULE 13

Article 25

MODIFICATIONS OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

2. Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraphs (2) and (3).

3. In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

(a) for "land is acquired or taken" substitute "a right over land is purchased"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable".

Application of the 1965 Act

4.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are 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

(b) the land over which the right is or is to be exercisable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

5. For section 7 of the 1965 Act (measure of compensation) substitute—

> "**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired is depreciated by the acquisition of the right but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act."

6. Section 8(1) of the Compulsory Purchase Act 1965 has effect as if references to acquiring land were to acquiring a right in the land, and Schedule 2A to that Act is to be read as if, for that Schedule, there were substituted—

(**a**) 1973 c. 26.

“SCHEDULE 2A

Counter-Notice Requiring Purchase of Land

Introduction

1.—(1) This Schedule applies where an undertaker serves a notice to treat in respect of a right over the whole or part of a house, building or factory.

(2) But see section 2A of the Acquisition of Land Act 1981 (under which a compulsory purchase order can exclude from this Schedule land that is 9 metres or more below the surface).

2. In this Schedule “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land.

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the undertaker to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice.

5. On receiving a counter-notice the undertaker must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the Upper Tribunal.

6. The undertaker 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”).

7. If the undertaker decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the undertaker does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the undertaker serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

Determination by Upper Tribunal.

10. On a referral under paragraph 7 the Upper Tribunal must determine whether the acquisition of the right 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.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right;

(b) the proposed use of the right; and

(c) if the right is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right would have either of the consequences described in paragraph 10 it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the undertaker withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.

15.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house ("the relevant land")—

(a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the Upper Tribunal ("the tribunal"); and

(b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—

(i) where that land consists of a house, building or manufactory, that the right cannot be purchase or the restrictive covenant imposed without material detriment to that land; or

(ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs, the Rail Central Rail Freight Interchange and Highway Order 201[x] ("the Order") shall, in relation to that person, cease to authorise the purchase of the right and be deemed to authorise the purchase of that person's interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section shall be determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice."

7. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (failure by owners to convey);

(b) paragraph 10(3) of Schedule 1 (owners under incapacity);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified 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 is vested absolutely in the acquiring authority.

8. Section 11 (powers of entry) of the 1965 Act((**a**)) is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right (which is deemed for this purpose to have been created on the date of service of the notice); and section 12((**b**)) (penalty for unauthorised entry) and 13((**c**)) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

9. Section 20 of the 1965 Act((**d**)) (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

10. Section 22 of the 1965 Act (interests omitted from purchase) is 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.

SCHEDULE 14

HEDGEROWS

PART 1

REMOVAL OF HEDGEROWS

(1) Area	*(2) Reference of hedgerow*
Parish of Courteenhall	The hedgerow marked H2 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of West Hunsbury	The part of the hedgerow edged in black and marked G28 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Hunsbury Meadows	The part of the hedgerow edged in black and marked G11 on the Hedgerow and Tree Retention and Removal Plan
Parish of Hunsbury Meadows	The part of the hedgerow edged in black and marked G8 on the Hedgerow and Tree Retention and Removal Plan excluding the part

(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and S.I. 2009/1307.

(**b**) Section 12 was amended by section 56(2) of, and part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).

(**c**) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and part 3 of Section 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**d**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

	shaded green
Parish of Hunsbury Meadows	The part of the hedgerow edged in black and marked G28 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Rothersthorpe	The part of the hedgerow edged in black and marked G28 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Rothersthorpe	The part of the hedgerow edged in black and marked G8 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Rothersthorpe	The part of the hedgerow edged in black and marked G6 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Rothersthorpe	The part of the hedgerow marked G9 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Rothersthorpe	The part of the hedgerow edged in black and marked G13 on the Hedgerow and Tree Retention and Removal Plan
Parish of Rothersthorpe	The part of the hedgerow marked G20 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Milton Malsor	The part of the hedgerow edged in black and marked G5 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Milton Malsor	The part of the hedgerow edged in black and marked G23 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Milton Malsor	The hedgerow marked H3 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H4 and indicated by a black dashed line and a purple dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H5 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H6 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The part of the hedgerow marked H7 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H13 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan

Parish of Milton Malsor	The hedgerow marked H14 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H15 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H17 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H18 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H19 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H20 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H21 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H22 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H23 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H24 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H25 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H26 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H27 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H35 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H36 and indicated by a green dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow marked H38 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The part of the hedgerow marked H45 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Milton Malsor	The part of the hedgerow edged in black and marked H46 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green

Parish of Milton Malsor	The part of the hedgerow edged in black and marked H47 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Milton Malsor	The part of the hedgerow edged in black and marked H48 on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The part of the hedgerow edged in black and marked H55 on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The hedgerow edged in black and marked H57 on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The part of the hedgerow edged in black and marked H220 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Milton Malsor	The hedgerow edged in black and marked H225 on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The part of the hedgerow marked H9 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Blisworth	The part of the hedgerow marked H11 on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Blisworth	The hedgerow marked H13 and indicated by a purple dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The part of the hedgerow marked H48 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The hedgerow marked H49 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The hedgerow marked H51 and indicated by a blacked dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The hedgerow marked H58 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The hedgerow marked H59 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The part of the hedgerow marked H62 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Blisworth	The part of the hedgerow marked H63 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Blisworth	The part of the hedgerow marked H67 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal

	Plan excluding the part shaded green
Parish of Blisworth	The hedgerow marked H68 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The hedgerow marked H225 and indicated by a black dashed line on the Hedgerow and Tree Retention and Removal Plan

PART 2

REMOVAL OF IMPORTANT HEDGEROWS

(1) Area	*(2) Reference of hedgerow*
Parish of Milton Malsor	The part of the hedgerow marked H7 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The part of the hedgerow marked H37 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Milton Malsor	The part of the hedgerow marked H48 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The part of the hedgerow marked H55 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Milton Malsor	The part of the hedgerow marked H233 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green
Parish of Blisworth	The hedgerow marked H7 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The hedgerow marked H37 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The part of the hedgerow marked H48 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan
Parish of Blisworth	The part of the hedgerow marked H233 and indicated by a pink dashed line on the Hedgerow and Tree Retention and Removal Plan excluding the part shaded green

SCHEDULE 15
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 47 (arbitration)** of the Order.

(2) The Arbitration must 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 days and this must include weekends, but not bank or public holidays.

(2) Time periods will be calculated from the day after the Arbitrator is appointed which must 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 sub–paragraph 5(3).

(2) Within 14 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, the amount of its claim 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 14 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 seven 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 will exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The Arbitrator must make an award on the substantive difference(s) 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 seven 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 10 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 must 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 28 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 14 days of the issues being provided; and

(c) The form and content of a joint report must be as directed by the Arbitrator and must be provided at least seven days before the hearing.

(8) Within 14 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 must 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 him/her attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given must 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 must be no discovery or disclosure, except that the Arbitrator must have 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 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 must 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) Where the difference involves connected or interrelated issues, the Arbitrator will consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties must bear them or in what proportion they must be borne by the parties.

(4) The Arbitrator must award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) The parties agree that any hearings in this Arbitration must take place in private.

(2) The parties and Arbitrator agree that any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the Courts.

SCHEDULE 16

Article [38]

PROTECTIVE PROVISIONS

PART 1

PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED

1. The following provisions of this part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15, any other person on whom rights or obligations are conferred by that paragraph.

2. In this part of this Schedule—

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as 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 l993(**a**);

"Network Rail" means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at Kings Place, 90 York Way, London, N1 9AG and any associated company of Network Rail 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.

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

3.—(1) Where under this part of this Schedule Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is not to be unreasonably withheld or delayed but 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 delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use all reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development under this Order.

4.—(1) The undertaker must not exercise the powers conferred by **article 24** (authority to survey and investigate land) or the powers conferred by section 11(3) of the 1965 Act (powers of entry) 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.

(**a**) 1993 c.43.
(**b**) 2006 c.46.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act (extinguishment of rights of statutory undertakers and electronic code communications operators: preliminary notices) 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 conferred by 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) Where Network Rail is asked to give its consent or agreement pursuant to this paragraph, such consent or agreement must not be unreasonably withheld but may be given subject to reasonable conditions.

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 shall not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under **article 47** (arbitration).

(2) The approval of the engineer under sub-paragraph (1) shall not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), 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 with all reasonable dispatch 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 necessary protective works (whether temporary or permanent) which in the engineer's 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 de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes are to be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works shall be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker shall not commence the construction of the specified works 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) shall, when commenced, be constructed—

(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of, a specified work, the undertaker must, regardless of any approval described in paragraph 6(1)(a), make good such damage and shall pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for reasonable 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 servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, 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 agents for access to any works carried out by Network Rail under this part of this Schedule 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 during a period of 12 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail or the services of operators using the same, such alterations and additions may be carried out by Network Rail and 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 and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or 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, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail reasonable expenses to which Network Rail may be put and compensation for reasonable loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

10. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph

5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require 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.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail's apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take measures reasonably necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold or delay its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) shall have effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of commercial operation of the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker shall immediately

upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until necessary measures have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

(9) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph is deemed to be protective works referred to in that paragraph.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

13. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

14. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, are to be repaid by the undertaker to Network Rail.

15.—(1) The undertaker must—

(a) pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Network Rail by reason of—

(i) the construction or maintenance of a specified work or the failure thereof; or

(ii) act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work,

(b) compensate and keep compensated Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission (unless in the case of negligence on the part of Network Rail or of any person in its employ or of its contractors or agents).

(2) Network Rail must—

(a) give the undertaker reasonable notice of any such claim or demand as soon as reasonably possible after Network Rail become aware of any such claim or demand;

(b) not admit liability or make any offer to settle or compromise any such claim or demand without the prior consent of the undertaker (which, if it withholds such consent has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand);

(c) take all reasonable steps to mitigate any liabilities relating to such claims or demands; and

(d) keep the undertaker informed in relation to the progress of any such claims and demands and pay due regard to the undertaker's reasonable representations in relation to them.

(3) In no circumstances is the undertaker liable to Network Rail under sub–paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub–paragraph include a sum equivalent to the relevant costs in circumstances where—

(a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and

(b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker, but not otherwise.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs will, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by a train operator as a consequence of 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.

16. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part (including any claim relating to those relevant costs).

17. In the assessment of any sums payable to Network Rail 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 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 Schedule or increasing the sums so payable.

18. 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 and land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

19. The maximum liability of the undertaker under these provisions in Schedule 16 Part 1 will be [XX] pounds (£[XX]) per claim or series of claims arising from one event.

20. Nothing in this Order, or in any enactment incorporated with or applied by this Order, shall prejudice or affect the operation of Part I of the Railways Act 1993.

21. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with **article 45** (certification of plans etc.), provide a set of those plans to Network Rail in the form of a computer disc with read only memory.

PART 2

FOR THE PROTECTION OF HIGHWAYS ENGLAND

Application

22. The provisions of this part of this Schedule will have effect unless otherwise agreed in writing between the undertaker and Highways England and will apply to the HE Works.

Interpretation

23.—(1) The terms used in this Schedule are as defined in **article 2** (interpretation) of this Order save where inconsistent with subparagraph (2) below which will prevail; and

(2) In this Schedule—

"As Built Information" means one digital copy of the following information where applicable to the Phase in question—

(a) As constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the Undertaker in compliance with Interim Advice Note 184 or any successor document;

(b) List of suppliers and materials used;

(c) Product data sheets, technical specifications for all materials used;

(d) As constructed information for any Utilities discovered or moved during the works;

(e) Risk Assessments and Method Statements for works carried out;

(f) In relation to road lighting, signs and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works;

(g) Organisation and methods manuals for all products used in the construction of the authorised development;

(h) As constructed programme;

(i) Test results and records required by the Detailed Design Information and during construction phase of the project;

(j) Road Safety Audit 3 and exceptions agreed;

(k) Health and Safety File; and

(l) Other such information as is necessary to enable Highways England to update all relevant databases and to ensure compliance with the Highways England's *Asset Data Management Manual* as shall be in operation at the relevant time including, for the avoidance of doubt, CCTV surveys.

"the Bond Sum" means the sum equal to [X]% of the cost of the carrying out of the Phase of the HE Works concerned or such other sum agreed between the undertaker and Highways England;

"the Cash Surety" means the sum of £[X] or such other sum agreed between the undertaker and Highways England;

"Commuted Sum" means such sum as will be calculated for each phase as provided for in paragraph 31 of this Schedule and to be used to fund the future cost of maintaining the HE Works;

"Contractor" means any contractor or sub-contractor appointed by the undertaker to carry out the HE Works or any Phase of the HE Works and approved by Highways England pursuant to paragraph 24(3) below;

"Detailed Design Information" means drawings specifications and calculations as appropriate for the following which must all be in accordance with the general arrangements of the HE Works shown on the highway plans unless otherwise agreed between Highways England and the undertaker—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraints systems and supporting Road Restraint Risk Appraisal Process assessment;

(d) drainage and ducting as required by Series 500 of the Specification for Highways Works, HD 43/04, IAN 147/12 and SD 15 Parts 1 – 6 inclusive;

(e) earthworks including supporting geotechnical assessments required by HD22/08 and any required Strengthened Earthworks Appraisal Form certification;

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

(g) traffic signs and road markings;

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

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

(j) regime of California Bearing Ratio testing;

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

(l) motorway communications as required by the Designs Manual for Roads and Bridges;

(m) highway structures and any required structural Approval in Principle;

(n) landscaping;

(o) agreed departures from DMRB standard;

(p) Walking, Cycling and Horse Riding Assessment and Review Report in accordance with HD42/17 or any successor document;

(q) Stage 1 and stage 2 Road Safety Audits and exceptions agreed;

(r) utilities diversions;

(s) topographical survey;

(t) maintenance and repair strategy in accordance with Designing for Maintenance Interim Advice Note 69/15 or any successor document;

(u) health and safety information, including any asbestos survey required by GD05/16 or any successor document; and

(v) other such information that may be reasonably required by Highways England to be used to inform the details design of the HE Works.

where relevant to the Phase concerned;

"Dilapidation Survey" means a survey of the condition of the roads, bridges and retaining walls which will be the subject of the physical works comprised in the Phase concerned;

"Estimated Costs" means the estimated costs in respect of each Phase agreed pursuant to paragraphs 26(1)(b) to (d) and (5) of this Schedule;

"the Excess" means the amount by which Highways England estimates that the costs referred to in paragraph 26(1)(b) to (d) will exceed the Estimated Costs pursuant to paragraph 5(7)(b);

"HE Works" means those parts of the authorised development to be carried out in the areas identified as Works Nos. 10, 14, 18, 19, 20 and 21 on the works plans, the general arrangement of which is shown on the highway plans and any ancillary works thereto;

"Nominated Persons" means the undertakers representatives or the Contractors representatives on site during the carrying out of the HE Works as notified to Highways England from time to time;

"Phase" means each part of the HE Works which is to be carried out in separate phases in the areas identified as Works Nos. 10, 14, 18, 19, 20 and 21 on the works plans or such other phasing arrangements as may be agreed with Highways England;

"Programme of Works" means a document setting out the sequence and timetabling of the Phase of the HE Works in question;

"Road Safety Audit" means an audit carried out in accordance with the Road Safety Audit Standard – a member of Highways England [REGION] Asset Delivery Road Safety Team will be part of the approved audit team or will attend the audit site visit as an observer unless otherwise agreed with Highways England;

"Road Safety Audit Standard" means the Design Manual for Roads and Bridges Standard HD 19/15 or any successor document;

"Utilities" means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991; and

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

Prior Approvals and Security

24.—(1) No work may commence on any Phase of the HE Works until the Detailed Design Information and a Programme of Works in respect of that Phase has been submitted to and approved by Highways England.

(2) Highways England may nominate a person who will be a single point of contact on behalf of Highways England for consideration of the Detailed Design Information and who will coordinate the Highways England response to the details submitted.

(3) No works may commence on any Phase of the HE Works other than by a Contractor employed by the undertaker for that Phase approved by Highways England, such approval not to be unreasonably withheld. If no response is provided within 14 days of a written request from the undertaker, the Contractor is deemed to be approved.

(4) No work may commence on any Phase of the HE Works until Highways England has agreed the Bond Sum for that Phase and the undertaker has provided security for the carrying out of those works as provided for in paragraph 8 below or some other form of security acceptable to Highways England.

(5) No work may commence on any Phase of the HE Works until Stage 1 and Stage 2 Road Safety Audits have been carried out in respect of that Phase and all recommendations raised incorporated into an amended design approved by Highways England or any relevant exceptions approved by Highways England.

(6) No work may commence on any Phase of the HE Works until the undertaker demonstrates to the satisfaction of Highways England that the Walking, Cycling and Horse Riding Assessment and Review process for that Phase has been adhered to in accordance with the Design Manual for Roads and Bridges Standard HD 42/17 or any successor document.

(7) No work may commence on any Phase of the HE Works until a scheme of traffic management has been submitted by the undertaker and approved by Highways England for that Phase such scheme to be capable of amendment by agreement between the undertaker and Highways England from time to time.

(8) No work may commence on any Phase of the HE Works until stakeholder liaison has taken place for that Phase in accordance with a scheme for such liaison agreed between the undertaker and Highways England.

(9) Highways England must approve the audit brief and CVs for all Road Safety Audits and exceptions to items raised if appropriate for that Phase in accordance with the Road Safety Audit Standard.

(10) No work shall commence on any Phase of the HE Works until the undertaker has agreed the Commuted Sum for that Phase with Highways England to be calculated in accordance with paragraph 31 of this Schedule.

(11) No work shall commence on any Phase of the HE Works until a Dilapidation Survey for that Phase has been carried out by the undertaker and has been submitted to and approved in writing by Highways England.

(12) No work shall commence on any Phase of the HE Works until the scope of all maintenance operations (routine, inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the Phase concerned (which for the avoidance of doubt shall include Winter Maintenance) has been agreed in writing by Highways England.

Carrying out of works

25.—(1) The undertaker must prior to commencement of each Phase of the HE Works give Highways England 14 days' notice in writing of the date on which that Phase will start unless otherwise agreed by Highways England.

(2) The undertaker must comply with Highways England's usual road space booking procedure prior to and during the carrying out of each Phase of the HE Works and no HE Works for which a road space booking is required must commence without a road space booking having first been secured such road space booking not to be unreasonably withheld or delayed by Highways England and the withholding or delayed of a road space booking due to the concurrence of the highway works with the carrying out of the M1 J13-16 Smart Motorway Project or any highway works associated with the Northampton Gateway Rail Freight Interchange will constitute an unreasonable denial of the road space booking for the purposes of this paragraph.

(3) Each Phase of the HE Works must be carried out to the satisfaction of Highways England in accordance with—

(a) the relevant Detailed Design Information and a Programme of Works approved pursuant to paragraph 24(1) above or as subsequently varied by agreement between the undertaker and Highways England;

(b) the Design Manual for Roads and Bridges, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works) and together with all other relevant standards as required by Highways England to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 and any amendment to or replacement thereof for the time being in force save to the extent that they are inconsistent with the general arrangement of the HE Works as shown on the highway plans or a departure from such standards has been approved by Highways England;

(c) such approvals or requirements of Highways England that are required by the provisions of paragraph 24 to be in place prior to the relevant Phase of the HE Works being undertaken; and

(d) all aspects of the Construction (Design and Management) Regulations 2015(**a**) or any statutory amendment or variation of the same and in particular the undertaker, as client, will ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of Highways England.

(**a**) S.I. 2015/51.

(4) The undertaker must permit and require the Contractor to permit at all reasonable times persons authorised by Highways England (whose identity must have been previously notified to the undertaker by Highways England) to gain access to the HE Works for the purposes of inspection and supervision and the undertaker must provide to Highways England contact details of the Nominated Persons with whom Highways England should liaise during the carrying out of the HE Works.

(5) At any time during the carrying out of the HE Works the Nominated Persons must act upon any reasonable request made by Highways England in relation to the carrying out of the HE Works as soon as practicable following such request being made to the Nominated Persons save to the extent that the contents of such request are inconsistent with or fall outside the Contractors obligations under its contract with the undertaker or the undertakers obligations in this Order.

(6) If at any time the undertaker does not comply with any of the terms of this Schedule in respect of any Phase of the HE Works having been given notice of an alleged breach and an adequate opportunity to remedy it by Highways England then Highways England may on giving to the undertaker 28 days' notice in writing to that effect be entitled to either (i) carry out and complete that Phase of the HE Works and any maintenance works which the undertaker would have been responsible for on the undertaker's behalf; or (ii) carry out such necessary works of reinstatement of the highway and other land and premises of Highways England and in either case the undertaker must within 28 days of receipt of the itemised costs pay to Highways England the reasonable costs so incurred by Highways England.

(7) If at any time the undertaker in carrying out the authorised development causes any damage or disruption to the strategic road network not hereby authorised then Highways England may give notice of such damage or disruption and allow the undertaker 28 days to remedy the problem. Should the undertaker fail to adequately remedy the problem to the satisfaction of Highways England then Highways England may on giving to the undertaker 28 days' notice in writing to that effect be entitled to carry out such necessary works as Highways England acting reasonably deem appropriate to remedy the damage or disruption and the undertaker must within 28 days of receipt of the itemised costs pay to Highways England the reasonable costs so incurred by Highways England.

(8) Nothing in this Schedule will prevent Highways England from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the undertaker in the event of an emergency or danger to the public the cost to Highways England of such work or action being chargeable to and recoverable from the undertaker if the need for such action arises from the carrying out of the authorised development. For the avoidance of doubt this provision applies to all areas of the authorised development including any area of traffic management deployed under the traffic management plan approved pursuant to paragraph 24 (7) to facilitate delivery of the authorised development.

(9) For the avoidance of doubt it is confirmed that the undertaker in carrying out each Phase of the HE Works must at its own expense divert or protect all Utilities as may be necessary to enable the HE Works to be properly carried out and all agreed alterations to existing services must be carried out to the reasonable satisfaction of Highways England.

(10) During the construction of each Phase of the HE Works the undertaker shall be responsible for all maintenance at their cost (including Winter Maintenance) within that Phase. All maintenance must be carried out in accordance with the scope of maintenance operations agreed by Highways England pursuant to paragraph 24(12).

Payments

26.—(1) The undertaker must fund the whole of the cost of the HE Works and all costs incidental to the HE Works and must also pay to Highways England in respect of each Phase of the HE Works a sum equal to the whole of any costs and expenses which Highways England incur including costs and expenses for using external staff and resources as well as costs and expenses of using in house staff and resources in relation to the HE Works and arising out of them and their implementation including without prejudice to the generality thereof—

(a) the checking and approval of all design work carried out by or on behalf of the undertaker for that Phase;

(b) costs in relation to agreeing the Programme of Works for that Phase;

(c) the carrying out of supervision of that Phase; and

(d) all administrative costs in relation to (a) and (b) above, together comprising "the Estimated Costs".

(2) The sums referred to in sub paragraph (1) above do not include any sums payable from the undertaker to the Contractor but do include any value added tax which is payable by Highways England in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs.

(3) The undertaker must pay to Highways England upon demand the reasonable costs that Highways England believe will be properly and necessarily incurred by Highways England in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the HE Works provided that this paragraph will not apply to the making of any orders which duplicate orders contained in this Order.

(4) The undertaker must pay the costs referred to in subparagraph (1)(a) to Highways England in respect of each Phase as provided for in sub paragraph (5) below provided that the checking and approval of the design work on behalf of Highways England is carried out in a timely manner shall make the payments of the Estimate Costs as follows—

(5) Highways England must advise the undertaker of the amount of fees incurred in checking and approving the design work for each Phase within 14 days of the approval of each design and the undertaker must then pay such fees within a further 28 days.

(6) The undertaker and Highways England will agree a schedule of the Estimated Costs to be incurred above in respect of each Phase prior to the commencement of that Phase.

(7) The undertaker must make the payments of the Estimated Costs as follows—

(a) the undertaker must pay a sum equal to the agreed Estimated Costs in respect of a Phase prior to commencing that Phase;

(b) if at any time or times after the payment in respect of a Phase referred to in sub-paragraph (7)(a) above has become payable and Highways England reasonably estimates that the costs in respect of that Phase referred to in sub-paragraph (1) above will exceed the Estimated Costs for that Phase it may give notice to the undertaker of the amount by which it then reasonably estimates those necessary costs will exceed the Estimated Costs ("the Excess") and the undertaker must pay to Highways England within 28 days of the date of that notice a sum equal to the Excess provided that the Excess does not exceed 25% of the Estimated Costs.

(8) If Highways England has received the As Built Information, within 91 days of the issue of the handover certificate for each Phase of the HE Works pursuant to paragraph 28 Highways England must give the undertaker a final account of the costs referred to in sub paragraph (1) above and within 28 days from the expiry of the 91 day period—

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

(b) if the account shows that the payment or payments previously made have exceeded those costs Highways England must refund the difference to the undertaker.

(9) If any payment due under any of the provisions of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 1% above the rate payable in respect of compensation under Section 32 of the Land Compensation Act 1961 for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate

27.—(1) As soon as—

(a) each Phase of the HE Works has been completed; and

(b) a Stage 3 Road Safety Audit for that Phase has been carried out and any resulting recommendations complied with and any exceptions agreed.

(2) Highways England shall forthwith issue a provisional certificate of completion in respect of that Phase.

Handover Certificate and Defects Period

28.—(1) As soon as, in respect of a Phase—

(a) The undertaker has carried out a Dilapidation Survey of the area previously surveyed pursuant to paragraph 24(11) and completed any remedial works necessary to bring that area into as good a condition as when it was originally surveyed, such works to be first agreed with Highways England;

(b) the undertaker has provided a plan clearly identifying the extent of any land which is to become highway maintainable at public expense together with any ancillary equipment that will become the responsibility of the highway authority;

(c) the As Built Information has been provided to Highways England; and

(d) the undertaker has paid the Commuted Sum.

(2) Highways England must forthwith issue a handover certificate in respect of that Phase.

(3) The undertaker must at its own expense remedy any defects in any Phase of the HE Works as are reasonably required to be remedied by Highways England during a period of 12 months from the date of the handover certificate in respect of that Phase provided the defects cannot be adequately resolved by routine maintenance. All identified defects must be remedied in accordance with the following timescales—

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

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

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

(4) Following the issue of the handover certificate in respect of a Phase Highways England shall be responsible for the HE Works within that Phase which shall thereafter be maintained by and at the expense of Highways England.

(5) The undertaker must submit Stage 4(a) Road Safety Audits for each Phase as required by and in line with the timescales stipulated in the Road Safety Audit Standard. The undertaker must comply with the findings of the Stage 4(a) Road Safety Audits and be responsible for all costs of and incidental to such.

Final Certificate

29. Highways England shall issue the final certificate in respect of each Phase at the expiration of the 12 month period in respect of that Phase referred to in paragraph 27(2) or if later on the date on which any defects or damage arising from defects during that period have been made good to the reasonable satisfaction of Highways England.

Security

30.—(1) Subject to paragraph 24(4) above the undertaker will provide security for the carrying out of the HE Works as follows—

(a) prior to the commencement of each Phase the HE Works within that Phase will be secured by a bond [from a bondsman first approved by Highways England] substantially in the form of the draft bond attached at Annex 1 or such other form that may be agreed between the undertaker and Highways England to indemnify Highways England against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of that Phase under the provisions of this Schedule provided that the maximum liability of the bond does not exceed the Bond Sum relating to that Phase; and

(b) prior to the commencement of the HE Works the undertaker must provide the Cash Surety which may be utilised by Highways England in the event of the undertaker failing to meet its obligations to make payments under paragraph 26 or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker (which must for the avoidance of doubt be a single cash surety for the entirety of the HE Works).

(2) Each Bond Sum and the cash surety (the latter in respect of the final phase only) will be progressively reduced as follows—

(a) on receipt of written confirmation (including receipt of receipted invoices evidencing payments made by the undertaker to the Contractors) from the undertaker of the payments made from time to time to the Contractor Highways England must in writing authorise the reduction of the Bond Sum by such proportion of the Bond Sum as amounts to 80% of those payments;

(b) within 20 working days of completion of each Phase of the HE Works (as evidenced by the issuing of the provisional certificate in respect of that Phase pursuant to paragraph 27(1)) Highways England must in writing release the bond provider from its obligations in respect of 80% of the Bond Sum relating to that Phase ("the Revised Bond Sum") save insofar as any claim or claims have been made against the bond and/or liability on its part has arisen prior to that date in which case Highways England will retain a sufficient sum to meet all necessary costs; and

(c) within 20 working days of the issue of the final certificate for each Phase of the HE Works referred to in paragraph 29 Highways England must in writing release the bond provider from its obligations in respect of the Revised Bond Sum relating to that Phase and in respect of the final Phase only return any part of the Cash Surety that has not been spent or committed to the undertaker save insofar as any claim or claims have been made against the bond or liability on its part has arisen prior to that date in which case Highways England will retain a sufficient sum to meet all necessary costs.

(3) Highways England must prepare a schedule of claims made against the bond and the cash surety which the undertaker may request at any time.

Commuted sums

31. The undertaker must pay to Highways England the Commuted Sum calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18th January 2010 within 28 days of the date that each Phase of the HE Works becomes maintainable by Highways England pursuant to paragraph 28(3).

Insurance

32. The undertaker shall prior to commencement of the HE Works effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of the HE Works or any part thereof by the undertaker.

Compensation

33.—(1) The undertaker must in relation to the carrying out of the HE Works take such precautions for the protection of the public and private interest as would be incumbent upon it if it were the highway authority and must compensate Highways England for all reasonable costs expenses damages losses and liabilities arising from or in connection with or ancillary to any claim demand action or proceedings resulting from the design and carrying out of the HE Works PROVIDED THAT—

(a) compensation will not extend to any costs expenses liabilities and damages caused by or arising out of the neglect or default of Highways England or its officers servants agents or contractors or any person or body for whom is responsible;

(b) Highways England must notify the undertaker forthwith upon receipt of any claim;

(c) Highways England must following the acceptance of any claim notify the quantum thereof to the undertaker in writing; and

(d) Highways England must use its reasonable endeavours to mitigate and minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 33 applies. If requested to do so by the undertaker, Highways England must provide an explanation of how the claim has been minimised. The undertaker will only be liable under this paragraph 11 for claims reasonably incurred by Highways England.

(2) The maximum liability of the undertaker under this paragraph 33 will be [XX] pounds (£[XX]) per claim or series of claims arising from one event.

(3) The undertaker must notify Highways England of the intended date of opening of each Phase to public traffic not less than 14 days in advance of the intended date and the undertaker must notify Highways England of the actual date that each Phase is open to public traffic on each occasion within 14 days of that occurrence.

Warranties

34. The undertaker will procure warranties from the contractor and design of each Phase to the effect that all reasonable skill care and due diligence will be exercised in designing and constructing that Phase including the selection of materials, goods, equipment and plant such warranties to be provided to Highways England before the Phase commences.

Land Transfer

35.—(1) Following the issuing of the final certificates for all the HE Works Highways England may serve notice on the undertaker that it wishes to take a freehold transfer of land within then then extent of highway land which is not in the ownership of HE but has been acquired by the undertaker for the purposes of carrying out the HE Works.

(2) If the undertaker receives a notice under sub paragraph 35(1) then the undertaker shall co-operate in a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to Highways England.

Approvals

36.—(1) Any approvals, certificates, consents or agreements required or sought from or with Highways England pursuant to the provisions of this Schedule must not be unreasonably withheld or delayed and any such approval certificate, consent or agreement will be deemed to have been given if it is neither given nor refused within 36 days of the specified day.

(2) In this paragraph "specified day" means—

(a) the day on which particulars of the matter are received by Highways England under the provisions of this Schedule; or

(b) the day on which the undertaker provides Highways England with any further particulars of the matter that have been reasonably requested by Highways England within 36 days of the date in sub paragraph (2)(a),

whichever is the later.

Expert Determination

37.—(1) Article 47 (arbitration) does not apply to this Schedule.

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

(3) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;

(c) issue a decision within 42 days of receipt of the submissions under paragraph (b); and

(d) give reasons for the decision.

(5) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under **article 47** (arbitration).

(6) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

Annex 1

BY THIS BOND [ ] [(Company Regn No)] whose registered office is situate at [ ] ("the undertaker") and [ ] [(Company Regn No)] whose registered office is situate at [ ] ("the Surety")

are jointly and severally bound to [ ] of [ ] ("the [ ]") this [ ] day of [ ] 200[ ] in the sum of [ ] pounds (£[Surety Sum to the payment of which sum the undertaker and the Surety hereby jointly and severally bind themselves their successors and assigns

WHEREAS under a Development Consent Order known as The Rail Central Rail Freight Interchange and Highway Order [201[x] ("the DCO") the undertaker is empowered to commence execute perform and complete the highway works mentioned therein in such manner and within such time and subject to such conditions and stipulations as are particularly specified and set forth in the DCO and also to pay to Highways England such sums as are therein provided **NOW THE CONDITIONS** of this Bond are such that if the undertaker shall duly observe and perform all the terms provisions covenants conditions and stipulations of Schedule [ ] of the DCO on the undertaker's part to be observed and performed according to the true purport intent and meaning thereof or if on default by the undertaker the Surety shall satisfy and discharge the damages sustained by Highways England thereby up to the amount of this Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect in accordance with the provisions of the DCO (and including any reductions as provided for in the DCO) but no allowance of time by Highways England under the DCO nor any forbearance or forgiveness in or in respect of any matter or thing concerning the DCO on the part of Highways England shall in any way release the Surety from any liability under this Bond

It is hereby agreed that this Bond will be reduced and released in accordance with paragraph 30 of Part 2 of Schedule 16 of the DCO.

[Attestation]

PART 3

FOR THE PROTECTION OF NORTHAMPTONSHIRE COUNTY COUNCIL AS HIGHWAY AUTHORITY

Application

38.—(1) The provisions of this part of this Schedule will have effect unless otherwise agreed in writing between the undertaker and Northamptonshire County Council ("local highway authority") and will apply to the County Highway Works.

Interpretation

39.—(1) The terms used in this Schedule are as defined in **article 2** (interpretation) of this Order save where inconsistent with subparagraph (2) below which will prevail; and

(2) In this Schedule—

"As Built Information" means one digital copy of the following information where application to the Phase in question—

(a) As constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the Undertaker;

(b) List of suppliers and materials, test results and CCTV surveys;

(c) Product data sheets, technical specifications for all materials used;

(d) As constructed information for any Utilities discovered or moved during the works;

(e) Risk Assessments and Method Statements for works carried out;

(f) In relation to road lighting, signs and traffic signals any information required by Series 1400 of the Specification for Highway Works;

(g) Organisation and methods manuals for all products used;

(h) As constructed programme;

(i) Test results and records required by the Detailed Design Information;

(j) RSA3 and exceptions agreed; and

(k) Health and Safety File.

"the Bond Sum" means the sum equal to 110% of the cost of the carrying out of the Phase of the County Highway Works concerned or such other sum agreed between the undertaker and the local highway authority;

"Contractor" means any contractor or sub-contractor appointed by the undertaker to carry out the County Highway Works or any Phase of the County Highway Works;

"County Highway Works" means those parts of the authorised development to be carried out in the areas identified as Works Nos. 17, 22, 23, 24, 25 and 26 on the works plans the general arrangement of which is shown on the highway plans and any ancillary works thereto;

"Cross Boundary Highway Works" means those parts of the authorised development to be carried out in the areas identified as Works Nos. 10 and 20 on the works plans the general arrangement of which is shown on the highway plans and any ancillary works thereto;

"Detailed Design Information" means the following drawings, specifications and other information which must be in accordance with the general arrangements of the County Highway Works shown on the highway plans unless otherwise agreed between the local highway authority and the undertaker—

(a) site clearance details;

(b) boundary environmental and mitigation fencing;

(c) road restraint systems (vehicle and pedestrian)

(d) drainage and ducting;

(e) earthworks;

(f) kerbs, footways and paved areas;

(g) traffic signs, signals and road markings;

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

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

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

(k) highway structures;

(l) landscaping;

(m) Road Safety Audit Stage 1 and 2 and exceptions agreed; and

(n) Utilities diversions,

where relevant to the Phase concerned;

"Estimated Costs" means the estimated costs in respect of each Phase agreed pursuant to paragraphs 42(1) and (5) of this Schedule;

"the Excess" means the amount by which the local highway authority estimates that the costs referred to in paragraph 42(1) will exceed the Estimated Costs pursuant to paragraph 42(5)(b);

"Nominated Persons" means the undertakers representatives or the Contractors representatives on site during the carrying out of the County Highway Works;

"Phase" means that part of the County Highway Works which is to be carried out in separate phases in the areas identified as separate works numbers on the works plans or such other phasing arrangements as may be agreed with the local highway authority;

"Programme of Works" means a document setting out the sequence and timetabling of the Phase in question;

"Road Safety Audit" means an audit carried out in accordance with the Road Safety Audit Standard;

"Road Safety Audit Standard" means the Design Manual for Roads and Bridges Standard HD 19/15 or any replacement or modification thereof; and

"Utilities" means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991.

Prior Approvals and Security

40.—(1) No work may commence on any Phase of the County Highway Works until the Detailed Design Information and a Programme of Works in respect of that Phase has been submitted to and approved by the local highway authority.

(2) No work may commence on any Phase of the County Highway Works until the undertaker has provided security for the carrying out of those works as provided for in paragraph 8 below or some other form of security acceptable to the local highway authority.

(3) No work may commence on any Phase of the County Highway Works until Stage 1 and Stage 2 Road Safety Audits have been carried out in respect of that Phase and if necessary all issues raised incorporated into an amended design approved by the local highway authority or any relevant exceptions approved by the local highway authority.

(4) No work may commence on any Phase of the County Highway Works until traffic management provisions have been agreed with the local highway authority.

Carrying out of works

41.—(1) The undertaker must prior to commencement of each Phase of the County Highway Works give the local highway authority 14 days' notice in writing of the proposed date on which that Phase will start.

(2) The undertaker must give the local highway authority 14 days' notice of the road space required for the carrying out of each Phase of the County Highway Works.

(3) Each Phase of the County Highway Works must be carried out to the satisfaction of the local highway authority in accordance with—

(a) the relevant Detailed Design Information and a Programme of Works approved pursuant to paragraph 40(1) above or as subsequently varied by agreement between the undertaker and the local highway authority;

(b) the Design Manual for Roads and Bridges, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works) and any amendment to or replacement thereof for the time being in force save to the extent that they are inconsistent with the highway plans or a departure from such standards has been approved by the local highway authority;

(c) such approvals of the local authority that are required by the provision of paragraph 3 to be in place prior to the relevant Phase of the County Highway Works being undertaken; and

(d) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker must ensure that all client duties (as defined in the said regulations) are satisfied.

(4) The undertaker must permit and require the Contractor to permit at all reasonable times persons authorised by the local highway authority (whose identity must have been previously notified to the undertaker by the local highway authority) to gain access to the land upon which

the County Highway Works are being carried out for the purposes of inspection and supervision and the undertaker must provide to the local highway authority contact details of the Nominated Persons with whom the local highway authority should liaise during the carrying out of the County Highway Works.

(5) At any time during the carrying out of the County Highway Works the Nominated Persons must act upon any reasonable request made by the local highway authority in relation to the carrying out of the County Highway Works as soon as practicable following such request being made to the Nominated Persons save to the extent that the contents of such request are inconsistent with or fall outside the Contractors obligations under its contract with the undertaker or the undertakers obligations in this Order.

(6) If at any time the undertaker does not comply with any of the terms of this Schedule in respect of any Phase of the County Highway Works having been given notice of an alleged breach and an adequate opportunity to remedy it by the local highway authority then the local highway authority may on giving to the undertaker 28 days' notice in writing to that effect be entitled to carry out and complete that Phase of the Highway Works and any maintenance works which the undertaker would have been responsible for on the undertaker's behalf and the undertaker must within 28 days of receipt of the itemised costs pay to the local highway authority the costs so incurred by the local highway authority.

(7) Nothing in this Schedule will prevent the local highway authority from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the undertaker in the event of an emergency or danger to the public the reasonable costs to the local highway authority of such work or action being chargeable to and recoverable from the undertaker if the need for such action arises from the carrying out of the County Highway Works.

(8) For the avoidance of doubt it is confirmed that the undertaker in carrying out each Phase of the County Highway Works must at its own expense divert or protect all Utilities as may be necessary to enable the County Highway Works to be properly carried out and all agreed alterations to existing services must be carried out to the reasonable satisfaction of the local highway authority.

Payments

42.—(1) The undertaker must fund the whole of the cost of the County Highway Works and all costs incidental to the County Highway Works and must also pay to the local highway authority in respect of each Phase of the County Highway Works a sum equal to the whole of any costs and expenses which the local highway authority incur including costs and expenses for using external staff and resources as well as costs and expenses of using in house staff and resources in relation to the County Highway Works and arising out of them and their implementation including without prejudice to the generality thereof—

(a) the checking and approval of all design work carried out by or on behalf of the undertaker for that Phase;

(b) costs in relation to agreeing the Programme of Works for that Phase;

(c) the carrying out of supervision of that Phase; and

(d) all administrative costs in relation to (a) and (b) above,

together ("the Estimated Costs").

(2) The sums referred to in sub paragraph (1) above include any value added tax which is payable by Northamptonshire County Council in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs.

(3) The undertaker must pay to the local highway authority upon demand the reasonable costs properly and necessarily incurred by the local highway authority in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the County Highway Works provided that this paragraph will not apply to the making of any orders which duplicate orders contained in this Order.

(4) The undertaker and the local highway authority will agree a schedule of the Estimated Costs to be incurred pursuant to sub-paragraph (1) above in respect of each Phase prior to the commencement of that Phase.

(5) The undertaker must make the payment referred to in subparagraph (1) as follows—

(a) the undertaker must pay a sum equal to the agreed Estimated Costs in respect of a Phase prior to commencing that Phase; and

(b) if at any time or times after the payment in respect of a Phase referred to in sub-paragraph (5)(a) above has become payable the local highway authority reasonably estimates that the costs in respect of that Phase referred to in sub-paragraph (1) above will exceed the Estimated Costs for that Phase it may give notice to the undertaker of the amount by which it then reasonably estimates those necessary costs will exceed the Estimated Costs ("the Excess") and the undertaker must pay to the County Highway Authority within 28 days of the date of that notice a sum equal to the Excess provided that the Excess does not exceed 25% of the Estimated Costs.

(6) If the local highway authority has received the As Built Information, within 91 days of the issue of the final certificate for each Phase of the County Highway Works pursuant to paragraph 44 the local highway authority must give the undertaker a final account of the costs referred to in sub paragraph (1) above and within 28 days from the expiry of the 91 day period—

(a) if the account shows a further sum as due to the local highway authority the undertaker must pay to the local highway authority the sum shown due to it in that final account; and

(b) if the account shows that the payment or payments previously made have exceeded those costs the local highway authority must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 1% above the rate payable in respect of compensation under Section 32 of the Land Compensation Act 1961 for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate and Defects Period

43.—(1) As soon as each Phase of the County Highway Works has been completed and—

(a) a Stage 3 Road Safety Audit for that Phase has been carried out;

(b) any resulting recommendations complied with any exception agreed;

(c) the undertaker has provided a plan clearly identifying the extent of any land which is to become highway maintainable at public expense by the local highway authority upon the issue of the provisional certificate referred to in subparagraph (2); and

(d) the As Built Information has been provided to the local highway authority,

the local highway authority must forthwith issue a provisional certificate of completion in respect of that Phase such certificate not to be unreasonably withheld or delayed.

(2) The undertaker must at its own expense remedy any defects in that Phase of the Highway Works as reasonably required to be remedied by the local highway authority and identified by the local highway authority during a period of 12 months from the date of the provisional certificate in respect of that Phase.

(3) The undertaker must submit Stage 4(a) and Stage 4(b) Road Safety Audits as required by and in line with the timescales stipulated in the Road Safety Audit Standard. The undertaker must comply with the findings of the Road Safety Audit 4(a) and 4(b) Road Safety Audits.

(4) The local highway authority must approve the audit brief and CVs for all Road Safety Audits and exceptions to items raised if appropriate in accordance with the Road Safety Audit Standard.

Final Certificate

44.—(1) The undertaker may apply to the local highway authority for the issue of the final certificate in respect of each Phase at the expiration of the 12 month period in respect of that Phase referred to in paragraph 43(2) or if later on the date on which any defects or damage arising from defects during that period have been made good to the reasonable satisfaction of the local highway authority.

(2) If the provisions of paragraph 44(1) are satisfied the local highway authority must forthwith issue a final certificate for the Phase concerned such certificate not to be unreasonably withheld or delayed.

(3) Following the issue of the final certificate in respect of a Phase the local highway authority will be responsible for the County Highway Works within that Phase which will be maintained by or at the expense of the local highway authority.

Security

45.—(1) Subject to paragraph 40(3) above the undertaker must prior to the commencement of each Phase of the County Highway Works provide a bond substantially in the form of the draft bond attached at Annex 1 or such other form that may be agreed between the undertaker and the local highway authority to indemnify the local highway authority against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of that Phase under the provisions of this Schedule provided that the maximum liability of the bond does not exceed the Bond Sum relating to that Phase.

(2) Each Bond Sum will be progressively reduced as follows—

(a) on receipt of written confirmation (including receipt of receipted invoices evidencing payments made by the undertaker to the Contractors) from the undertaker of the payments made from time to time to the Contractor the local highway authority must in writing authorise the reduction of the Bond Sum by such proportion of the Bond Sum as amounts to 80% of those payments;

(b) within 20 working days of completion of each Phase of the County Highway Works (as evidenced by the issuing of the provisional certificate in respect of that Phase pursuant to paragraph 43(1)) the local highway authority must in writing release the bond provider from its obligations in respect of 80% of the Bond Sum relating to that Phase save insofar as any claim or claims have been made against the bond and/or liability on its part has arisen prior to that date; and

(c) within 20 working days of the issue of the final certificate for each Phase of the County Highway Works referred to in paragraph 44 the local highway authority must in writing release the bond provider from all its obligations in respect of the bond relating to that Phase save insofar as any claim or claims have been made against the bond or liability on its part has arisen prior to that date.

Commuted sums

46.—(1) Following the issue of the provisional certificate in respect of any Phase the undertaker must pay to the local highway authority any commuted sums reasonably required by the local highway authority in respect of that Phase within 28 days of a written request.

(2) The rates to be applied in calculating the commuted sums payable must be based on those contained in [X] or any replacement of it or in the absence of relevant rates within that document should be agreed between the undertaker and the local highway authority.

Compensation

47.—(1) The undertaker must in relation to the carrying out of the County Highway Works take such precautions for the protection of the public and private interest as would be incumbent upon it if it were the highway authority and must compensate the local highway authority for all

reasonable costs expenses damages losses and liabilities arising from or in connection with or ancillary to any claim demand action or proceedings resulting from the design and carrying out of the Highway Works prior to the issue of the final certificate PROVIDED THAT—

(a) compensation will not extend to any costs expenses liabilities and damages caused by or arising out of the neglect or default of the local highway authority or its officers servants agents or contractors or any person or body for whom is responsible;

(b) The local highway authority must notify the undertaker forthwith upon receipt of any claim;

(c) The local highway authority must not accept any such claim without first having given the undertaker details of such claim and having given the undertaker the opportunity to make representations to the local highway authority as to the validity and quantum of such claim; and

(d) the local highway authority must use its reasonable endeavours to mitigate and minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 11 applies. If requested to do so by the undertaker, local highway authority must provide an explanation of how the claim has been minimised. The undertaker will only be liable under this paragraph 47 for claims reasonably incurred by the local highway authority.

(2) The maximum liability of the undertaker under this paragraph 47 shall be [X] pounds (£[X]) per claim or series of claims arising from one event.

(3) The undertaker must notify the local highway authority of the intended date of opening of each Phase to public traffic not less than 14 days in advance of the intended date and the undertaker must notify the local highway authority of the actual date that each Phase is open to public traffic on each occasion within 14 days of that occurrence.

Approvals

48.—(1) Any approvals, certificates, consents or agreements required of, or sought from or with the local highway authority pursuant to the provisions of this Schedule must not be unreasonably withheld or delayed and any such approvals, certificates, consents or agreements will be deemed to have been given if it is neither given or refused within 28 days of the specified day.

(2) In this paragraph "specified day" means—

(a) the day on which particulars of the matter are submitted to the local highway authority under the provisions of this Schedule; or

(b) the day on which the undertaker provides the local highway authority with any further particulars of the matter that have been reasonably requested by the local highway authority within `4 days of the date in sub paragraph (2) (a),

whichever is the later.

Expert Determination

49.—(1) Article 47 (arbitration) does not apply to this Schedule.

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

(3) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 28 days of the notification of the dispute.

(4) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;

(c) issue a decision within 42 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(6) The expert must consider where relevant—

(a) the development outcome sought by the undertaker;

(b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;

(c) the nature of the power sought to be exercised by the undertaker;

(d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party; and

(e) any other important and relevant consideration.

(7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under **article 47** (arbitration).

Cross Boundary Highway Works

50.—(1) This Part [X] of Schedule 16 applies to those parts of the Cross Boundary Highway Works for which Northamptonshire County Council is the highway authority as if they were County Highway Works unless and until the undertaker enters into an agreement with Northamptonshire County Council and Highways England confirming that the Cross Boundary Highway Works are to be carried out in accordance with the protective provisions in Part [X] of Schedule 16.

Annex 1

BY THIS BOND [ ] [(Company Regn No)] whose registered office is situate at [ ] ("the undertaker") and [ ] [(Company Regn No)] whose registered office is situate at [ ] ("the Surety") are jointly and severally bound to [ ] of [ ] ("the [ ]") this [ ] day of [ ] 200[ ] in the sum of [ ] pounds (£[Surety Sum to the payment of which sum the undertaker and the Surety hereby jointly and severally bind themselves their successors and assigns

WHEREAS under a Development Consent Order known as The Rail Central Rail Freight Interchange and Highway Order 201[x] ("the DCO") the undertaker is empowered to commence execute perform and complete the highway works mentioned therein in such manner and within such time and subject to such conditions and stipulations as are particularly specified and set forth in the DCO and also to pay to the local highway authority such sums as are therein provided **NOW THE CONDITIONS** of this Bond are such that if the undertaker shall duly observe and perform all the terms provisions covenants conditions and stipulations of Schedule 16 of the DCO on the undertaker's part to be observed and performed according to the true purport intent and meaning thereof or if on default by the undertaker the Surety shall satisfy and discharge the damages sustained by the local highway authority thereby up to the amount of this Bond then this

obligation shall be null and void but otherwise shall be and remain in full force and effect in accordance with the provisions of the DCO (and including any reductions as provided for in the DCO) but no allowance of time by the local highway authority under the DCO nor any forbearance or forgiveness in or in respect of any matter or thing concerning the DCO on the part of the local highway authority shall in any way release the Surety from any liability under this Bond

It is hereby agreed that this Bond will be reduced and released in accordance with paragraph 45 of Part [X] of Schedule 16 of the DCO.
[Attestation]

PART 4

FOR THE PROTECTION OF CANAL & RIVER TRUST

Interpretation

51.—(1) For the protection of CRT the following provisions of this part of this Schedule will, unless otherwise agreed in writing between the undertaker and CRT, have effect.

(2) In this part of this Schedule—

"CRT" means the Canal & River Trust;

"CRT's network" means CRT's network of waterways;

"construction", in relation to any specified work or protective work undertaken in relation to the authorised development stated in Schedule One of the Order, includes–

(a) the execution and placing of that work; and

(b) any relaying, renewal, or maintenance of that work as may be carried out during the period of 12 months from the completion of that work; and "construct" and "constructed" have corresponding meanings;

"detriment" means any damage to the waterway or any other property of CRT caused by the presence of the authorised works which 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 harm to the ecology of the waterway (including any adverse impact on any site of special scientific interest comprised in CRT's network); and

(g) any interference with the exercise by any person of rights over CRT's network;

"the engineer" means an engineer appointed by CRT for the purpose in question;

"plans" includes 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" shall be construed accordingly;

"protective work" means a work constructed under paragraph 56(3)(a);

"specified work" means so much of Work Nos. 10, 24 as are situated upon, across, under, or over, or may in any way affect the waterway;

"towing path" means the towing path forming part of the waterway;

"the waterway" means the Grand Union Canal, and includes any works, lands or premises belonging to CRT, or under its management or control, and held or used by CRT in connection with that canal.

Powers requiring CRT's consent

52.—(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 CRT.

(2) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under **article 23** (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 CRT, save as to surface water discharge which will not require the consent of CRT.

(3) The undertaker must not exercise the powers conferred **article 24** (authority to survey and investigate land) or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of CRT.

(4) The undertaker must not exercise the powers conferred by sections 271 or 272 of the Town and Country Planning Act 1990, as applied by Schedule 4 to this Order (streets to be stopped up) so as to divert any right of access to the waterway without the consent of CRT.

(5) The consent of CRT pursuant to sub-paragraphs (1) to (4) must not be unreasonably withheld or delayed but may be given subject to reasonable and necessary terms and conditions which in the case of **article 23** (discharge of water) may include conditions—

(a) specifying the maximum volume of water which may be discharged in any period; and

(b) authorising CRT on giving reasonable notice which must not be less than 28 working days (except in an emergency, when CRT may require immediate suspension) to the undertaker to require the undertaker to suspend the discharge of water or reduce the flow of water where this is necessary by reason of any operational or environmental requirement of CRT.

(6) To the extent that any discharge of water by the undertaker is into the waterway.

Vehicles, plant and machinery

53. The undertaker must not use any land or property of CRT forming part of the waterway for the passage or siting of vehicles, plant or machinery employed in the construction of the specified works other than—

(a) with the consent in writing of the engineer whose consent must not be unreasonably withheld or delayed; and

(b) subject to compliance with such reasonable and necessary requirements as the engineer may from time to time specify for the prevention of detriment.

Fencing

54. Where so required by the engineer and where that requirement has been evidenced in writing the undertaker shall to the reasonable satisfaction of the engineer and upon providing reasonable notice of not less than 28 days fence off a specified work or a protective work or take such other steps as the engineer may reasonably 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.

Survey of waterway

55.—(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 cost of the carrying out by a qualified engineer (the "surveyor"), to be approved by CRT and the undertaker, of a survey including a dip-survey to measure the depth of the waterway ("the survey") of so much of the waterway and of any land and existing works of the undertaker which may provide support for the waterway as will or may be affected by the specified works.

(2) 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 and existing works of the undertaker which may provide support for 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 he may reasonably require with regard to such existing works of the undertaker and to the specified works or the method of their construction.

(3) The reasonable costs of the survey must include the costs of any dewatering or reduction of the water level of any part of the waterway (where reasonably required) which may be effected to facilitate the carrying out of the survey and the provisions of this part of this Schedule will apply with all necessary modifications to any such dewatering or reduction in the water level as though the same were specified works.

(4) Copies of the survey shall be provided to both CRT and the undertaker at no cost to CRT.

Approval of plans, protective works etc.

56.—(1) The undertaker must before commencing construction of any specified work including any temporary works supply to CRT proper and sufficient plans of that work and such further particulars available to it as CRT may within 14 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 21 days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been supplied to CRT the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he will be deemed to have approved the plans as submitted.

(3) When signifying approval of the plans the engineer may reasonably specify on land held or controlled by CRT or the undertaker and subject to such works being authorised by the Order—

(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 as a result of the powers authorised by the Order; and such protective works must be constructed by the undertaker or by CRT 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.

(4) The undertaker must pay, on receipt of a demand and cost breakdown, CRT a sum representing the reasonably increased or additional cost of maintaining the waterway, including any permanent protective works provided under sub-paragraph (3) above, and of carrying out any additional dredging of the waterway reasonably necessitated by the exercise of any of the powers under this Order save that:

(a) if the cost of maintaining the waterway is equivalent or reduced in consequence of any such works, a sum will not be payable; and

(b) the sums payable (if any) by the undertaker under this paragraph 56 will only apply to the costs CRT incur in the 12 months after completion of the works.

(5) In the event that the undertaker fails to complete the construction of, or part of, the specified works CRT may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that construction be completed. Any notice served under this sub-section must state the works that are to be completed by the undertaker and lay out a reasonable timetable for the works' completion. The undertaker must, by way of response, provide a reasonable timeframe for the completion of the works within 14 days of receiving the notice. If the undertaker fails to comply with this notice within the timeframe they have stated, CRT 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 CRT all necessary costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Design of works

57. Without prejudice to its obligations under the foregoing provisions of this part of this Schedule the undertaker will (so far as is reasonably possible) consult, collaborate and respond constructively to any approach, suggestion, proposal or initiative made by CRT on—

(a) the design and appearance of the specified works, including the materials to be used for their construction; and

(b) the environmental effects of those works;

and must have regard to such views as may be expressed by CRT to the extent that these accord with the requirements of the local planning authority in response to such consultation pursuant in particular to the requirements imposed on CRT by section 22 (General environmental and recreational duties) of the British Waterways Act 1995 and to the interest of CRT in preserving and enhancing the environment of its waterways.

Notice of works

58. The undertaker must give to the engineer 28 days' notice of its intention to commence the construction of any of the specified 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, CRT may where appropriate arrange for the publication of notices bringing those works to the attention of users of CRT's network.

Lighting

59. 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.

Construction of specified works

60.—(1) Any specified 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 requirements made under paragraph 56(3) and paragraph 57;

(b) under the supervision (if given and provided by way of advanced notice of not less than 14 days) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little detriment as is reasonably practicable; and

(d) in such manner as to cause as little inconvenience as is reasonably practicable to CRT, its officers and agents and all other persons lawfully using the waterways, except to the extent that temporary obstruction has otherwise been agreed by CRT.

(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 CRT 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 CRT.

Prevention of pollution

61. 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 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

62.—(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) CRT on being given reasonable notice must—

(a) at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by CRT under this part of this Schedule during their construction; and

(b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them and the undertaker must reimburse CRT's reasonable and necessary costs in relation to the supply of such information.

Alterations to the waterway

63. If during the construction of a specified work or a protective work or during a period of 12 months after the completion of those works 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 CRT gives to the undertaker

reasonable notice of its intention to carry out such alterations or additions (which shall be specified in the notice), the undertaker must pay to CRT the reasonable costs of those alterations or additions including, in respect of any such necessary alterations or additions as are to be permanent, a sum representing the increase of the costs which may be expected to be reasonably incurred by CRT in maintaining and working on any such alterations or additions save that:

(a) if the cost of maintaining, or working the waterway is reduced in consequence of any such alterations or additions a sum will not be payable; and

(b) the sums payable (if any) by the undertaker under this paragraph 63 will only apply to the costs the undertaker incurs in the 12 months after completion of the specified works or protective works.

Maintenance of works

64. If at any time during a period of 12 months after the completion of a specified work or a protective work, not being a work vested in CRT, CRT gives notice to the undertaker informing it that the state of maintenance of the 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 CRT's fees, etc.

65. The undertaker must repay (on demand and on receipt of a cost breakdown) to CRT (as amended from time to time) all reasonable and necessary fees, costs, charges and expenses reasonably incurred by CRT—

(a) in constructing any protective works under the provisions of paragraph 56(3)(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; and

(d) in bringing the specified works or any protective works to the notice of users of CRT's network.

Costs of alterations, etc.

66. Any additional expenses which CRT may reasonably incur in altering, reconstructing or maintaining the waterway under any powers existing at the date when this Order was 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 repaid by the undertaker to CRT.

Compensation

67.—(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 CRT) must make good such detriment and must pay to CRT all reasonable expenses to which CRT may be put, and compensation for any loss which CRT may sustain, in making good or otherwise by reason of the detriment.

(2) The undertaker must compensate CRT for all reasonable costs, charges, damages, expenses and losses not otherwise provided for in this part of this Schedule which may be occasioned to and reasonably incurred by CRT—

(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 a protective work; and subject to sub-paragraph (4) the undertaker must effectively compensate CRT from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b) (provided that, (i) save as expressly set out in this paragraph, CRT is not entitled to recover any consequential losses from the undertaker, and (ii) the maximum liability of the undertaker under this paragraph 67 shall be [XX] pounds (£[XX]) per claim or series of claims arising from one event).

(3) The fact that any act or thing may have been done by CRT 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 must not (if it was done without negligence on the part of CRT 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 damage or interruption to the extent that it is attributable to the neglect, act, omission or wilful default of CRT, its officers, servants, contractors or agents.

(5) CRT 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 must be made without the prior consent of the undertaker.

(6) CRT must use its reasonable endeavours to mitigate and minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 67 applies. If requested to do so by the undertaker, CRT shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 67 for claims reasonably incurred by CRT.

Arbitration

68. Any difference arising between the undertaker and CRT under this part of this Schedule (other than a difference as to the meaning or construction of this part of this Schedule) shall be referred to and settled by arbitration in accordance with **article 47** (arbitration) of this Order.

PART 5

PROTECTION FOR ANGLIAN WATER SERVICES LIMITED

69. For the protection of Anglian Water, the following provisions of this part of this Schedule, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

70. In this part of this schedule—

"Anglian Water" means Anglian Water Services Limited;

"Apparatus" means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage:—

(a) any drain or works vested in Anglian Water under The Water Industry Act 1991,

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102 (4) of The Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act, and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

"plan" includes sections, drawings, specifications and method statements.

71. The undertaker must not interfere with, build over or near to any Apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling, the following distances to either side of the medial line of any Apparatus—

2.25 metres where the diameter of the pipe is less than 150 millimetres;

3 metres where the diameter of the pipe is between 150 and 450 millimetres;

4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and

6 metres where the diameter of the pipe exceeds 750 millimetres;

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

72. The alteration, extension, removal or re-location of any Apparatus may not be implemented until—

(a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016(**a**) or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals or agreement from Anglian Water not to be unreasonably withheld or delayed; and

(b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and description of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan and description submitted (unless otherwise agreed in writing with Anglian Water) and in accordance with such reasonable and necessary requirements as may be made by Anglian Water without delay for the alteration or otherwise for the protection of the Apparatus, or for securing access to it.

73. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which Apparatus is placed and such Apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension may take place until Anglian Water has established to its reasonable satisfaction, necessary contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the Apparatus. Anglian Water must use all reasonable endeavours to establish contingency arrangements in a timely manner.

74. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any Apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its Apparatus in the Order land, the undertaker must, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the Apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed by Anglian Water, and to be subject to arbitration under **article 47** (arbitration).

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

75. If in consequence of the exercise of the powers conferred by the Order the access to any Apparatus is materially obstructed the undertaker must provide such reasonable and necessary alternative means of access to such Apparatus as enables Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction, or alternatively such means of access as may be agreed with Anglian Water, acting reasonably.

76. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other Apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

77.—(1) If for any reason or in consequence of the construction of any of the works referred to in paragraphs 72 to 74 and 76 above 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must:—

(a) bear and pay on demand and on receipt of a cost breakdown the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs properly and reasonably incurred by Anglian Water

by reason or in consequence of any such damage or interruption.

(2) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations.

78.—(1) Nothing in paragraph 77 above imposes any liability on the undertaker with respect to—

(a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents; and

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Anglian Water as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or **article 7** (benefit of Order).

79. Any difference or dispute arising between the undertaker and Anglian Water under this Schedule must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with **article 47** (arbitration).

PART 6

FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

Application

80. For the protection of the Cadent Gas Limited referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the promoter and Cadent Gas, have effect.

Interpretation

81. 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 Gas to enable Cadent Gas 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 a gas transporter for the purposes of gas supply;

"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 Gas" means Cadent Gas Limited, with Company Registration Number 10080864, whose registered office is at Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE;

"commence" has the same meaning as in **article 2** (interpretation) of this Order and commencement shall be construed to have the same meaning;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by Cadent Gas (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 promoter to submit for Cadent Gas'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" shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent Gas including 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;

"promoter" means the undertaker as defined in **article 2** (interpretation) of this Order;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 6(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 85(2) or otherwise; and/or

(c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (Cadent Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22");

82. Except for paragraphs 83 (*apparatus in stopped up streets*), 87 (*retained apparatus: protection*), 88 (*expenses*) and 89 (*compensation*) 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 Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and Cadent Gas are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of Undertakers in stopped up streets

83.—(1) Without prejudice to the generality of any other protection afforded to Cadent Gas elsewhere in the Order, where any street is stopped up under **article 15** (temporary stopping up of streets), if Cadent Gas has any apparatus is in the street or accessed via that street Cadent Gas will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the promoter will grant to Cadent Gas, or will procure the granting to Cadent Gas of, legal easements reasonably satisfactory to the Cadent Gas in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of **article 15** (temporary stopping up of streets), Cadent Gas will be at liberty to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Acquisition of land

84. (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 promoter may not acquire any land interest or apparatus or override any easement and/or other interest of Cadent Gas otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

Removal of apparatus

85.—(1) If, in the exercise of the agreement reached in accordance with paragraph 84 or in any other authorised manner, the promoter acquires any interest in any Order land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of an 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 Cadent Gas in question 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 promoter requires the removal of any apparatus placed in that land, it must give to Cadent Gas 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 Cadent Gas reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to Cadent Gas to its satisfaction (taking into account paragraph 86(1) below) the necessary facilities and rights:

(a) for the construction of alternative apparatus in other land of or land secured by the promoter; 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 promoter, or the promoter 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 Gas must, on receipt of a written notice to that effect from the promoter, as soon as possible 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, with the promotors assistance if required by Cadent Gas, save that this obligation shall not extend to the requirement for Cadent Gas 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 promoter under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent Gas and the promoter.

(5) Cadent Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to Cadent Gas of any such facilities and rights as are referred to in

sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

86.—(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for Cadent Gas 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 promoter and Cadent Gas and must be no less favourable on the whole to Cadent Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Cadent Gas.

(2) If the facilities and rights to be afforded by the promoter and agreed with Cadent Gas under paragraph 86(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 Gas 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 may be referred to arbitration in accordance with paragraph 93 (*Arbitration*) of this Part of this Schedule and the arbitrator may make such provision for the payment of compensation by the promoter to Cadent Gas 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 (2) **article 47** (arbitration) of the Order shall apply.

Retained apparatus: protection Cadent Gas as Gas Undertakers

87.—(1) Not less than 56 days before the commencement of any specified works the promoter must submit to Cadent Gas a plan and, if reasonably required by Cadent Gas, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent Gas 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 promoter must not commence any works to which sub-paragraphs (1) and (2) apply until Cadent Gas has given written approval of the plan so submitted.

(4) Any approval of Cadent Gas required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent Gas 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 provided that such modifications are requested by Cadent Gas within a period of 28 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it. For the avoidance of doubt, provided that any further iterations of the plan submitted to Cadent Gas for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by Cadent

Gas, any further required modifications will be made by the promoter as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (5), as approved or as amended from time to time by agreement between the promoter and Cadent Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by Cadent Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent Gas will be entitled to watch and inspect the execution of those works.

(7) Where Cadent Gas requires any protective works to be carried out by itself or by the promoter (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 Gas' satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and Cadent Gas must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (1) or (2) (except in an emergency).

(8) If Cadent Gas in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the promoter under paragraph 85(2).

(9) Nothing in this paragraph precludes the promoter 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 promoter 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 Gas notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order Cadent Gas must comply with Cadent Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, 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 promoter shall implement an appropriate ground mitigation scheme save that Cadent Gas 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 88.

Expenses

88.—(1) Subject to the following provisions of this paragraph, the promoter must pay to Cadent Gas on demand all charges, costs and expenses reasonably incurred by Cadent Gas 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—

(a) any costs reasonably incurred by or compensation properly paid by Cadent Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Cadent Gas as a consequence of Cadent Gas using its own compulsory purchase powers to acquire any necessary rights under paragraph 85(3);

(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, 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 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 promoter or, in default of agreement, is not determined by arbitration in accordance with **article 47** (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 Gas by virtue of sub-paragraph (1) 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 promoter.

(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 an undertaker 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 Gas 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.

Compensation

89.—(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 works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the promoter 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 Gas, or there is any interruption in any service provided, or in the supply of any goods, by Cadent Gas, or Cadent Gas becomes liable to pay any amount to any third party, the promoter will—

(a) bear and pay on demand the cost reasonably incurred by Cadent Gas in making good such damage or restoring the supply; and

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

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

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

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

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent Gas as an assignee, transferee or lessee of Cadent Gas with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or **article 8** (consent to transfer 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 in respect of such new apparatus.

(4) Cadent Gas must give the promoter reasonable notice of any such claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

(5) Cadent Gas must use its reasonable endeavours to mitigate and minimise any costs, expenses, loss, demands, and penalties to which the compensation under this paragraph 89 applies. If requested to do so by the promoter, Cadent Gas Limited shall provide an explanation of how the claim has been minimised. The promoter shall only be liable under this paragraph 89 for claims reasonably incurred by Cadent Gas.

(6) The maximum liability of the promoter under this paragraph 89 shall be [XX] pounds (£[XX]) per claim or series of claims arising from one event.

Enactments and agreements

90. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent Gas and the promoter, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the promoter and Cadent Gas in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

Co-operation

91.—(1) Where in consequence of the proposed construction of any of the authorised works, the promoter or an undertaker requires the removal of apparatus under paragraph 85(2) or an undertaker makes requirements for the protection or alteration of apparatus under paragraph 87, the promoter shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent Gas' undertaking and Cadent Gas shall use its best endeavours to co-operate with the promoter for that purpose.

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

Access

92. If in consequence of the agreement reached in accordance with paragraph 84(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative rights and means of access to such apparatus as will enable Cadent Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

93. Save for differences or disputes arising under paragraph 85(2), 85(4), 86(1), 87 and 89(5) any difference or dispute arising between the promoter and Cadent Gas under this Part of this Schedule must, unless otherwise agreed in writing between the promoter and Cadent Gas, be determined by arbitration in accordance with **article 47** (arbitration).

Notices

94. The plans submitted to Cadent Gas by the promoter pursuant to paragraph 8(1) must be sent to Cadent Gas Limited Plant Protection at [xxxxxx] or such other address as Cadent Gas may from time to time appoint instead for that purpose and notify to the promoter.

PART 7

FOR THE PROTECTION OF WESTERN POWER DISTRIBUTION

Application

95. For the protection of WPD as referred to in this Part of this Schedule the following provisions, unless otherwise agreed in writing between the undertaker and WPD, have effect.

96. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable WPD to fulfil its statutory functions in a manner not less efficient than previously;

"alternative rights" means all and any necessary legal easements, consents, or permissions required by WPD in order to permit or authorise a diversion;

"apparatus" means electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by WPD;

"diversion" means an alteration to the WPD Network in order to enable or facilitate the authorised development;

"WPD" means Western Power Distribution ([x]) PLC (company number [x]) whose registered office is at [Avonbank, Feeder Road, Bristol BS2 0TB]; and

"WPD Network" means WPD's distribution network operated pursuant to its distribution licence issued pursuant to section 6 of the 1989 Act; and for the avoidance of doubt, all other terms are as defined in Part 1 of the Order.

97. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and WPD are regulated by the provisions of Part 3 of the 1991 Act.

98. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement with WPD, such agreement not to be unreasonably withheld or delayed.

99.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of WPD 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 WPD.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to WPD written notice of that requirement, together with a plan and section of the work proposed.

(3) If alternative apparatus or any part of such apparatus is to be constructed as a consequence of the removal of apparatus placed on the land referred to in paragraph [99(6)], WPD must on receipt of a written notice to that effect from the undertaker, as soon as possible use all its reasonable endeavours to obtain the alternative rights in other land in which the alternative apparatus is to be constructed.

(4) WPD must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with **article 47** (arbitration) of the Order and after the grant to WPD of any alternative rights, proceed without delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(5) In respect of apparatus on plots numbered [X] and [X] in the book of reference and land plans—

(a) if requested by the undertaker, WPD must remove any of its apparatus within a building on those plots (or relocate such apparatus as applicable) within 56 days of the undertaker making such a request, unless factors outside the control of WPD prevent such a removal or relocation within the 56 day time period (for the avoidance of doubt the 56 day period shall only begin once all necessary consents and permissions for the relevant removal or relocation have been granted);

(b) WPD and the undertaker may agree for the undertaker to remove or relocate as applicable any of such apparatus; and

(c) following the removal or relocation by WPD or the undertaker (as applicable) under subparagraph [99(5)(a)] or [99(5)(b)], the undertaker may demolish such building(s).

100.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect any apparatus the removal of which has not been required by the undertaker under paragraph [99(2)], the undertaker must submit to WPD a plan, section and description of the works to be executed. If any works referred to require any diversion or require WPD to obtain any alternative rights, the undertaker shall give WPD sufficient notice to obtain any such alternative rights and shall not commence works of the type described unless or until any such alternative rights have been obtained.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph [100(1)] (unless otherwise agreed in writing with WPD) and in accordance with such reasonable and necessary requirements as may be made in accordance with sub-paragraph [100(3)] by WPD for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(3) Any requirements made by WPD under sub-paragraph [100(2)] must be made within a reasonable period, and in any event within 21 days, beginning with the date on which a plan, section and description under subparagraph [100(1)] are submitted to it.

(4) If WPD in accordance with sub-paragraph [100(3)] and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs [95 to 100] apply as if the removal of the apparatus had been required by the undertaker under paragraph [99(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 the reasonable period provided for in sub-paragraph [100(3)] 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 [100(1)] in a case of emergency but in that case it must give to WPD 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 [100(1)]) in so far as is reasonably practicable in the circumstances.

101.—(1) Subject to the following provisions of this paragraph, the undertaker must repay on receipt of a cost breakdown to WPD the proper and reasonable expenses reasonably incurred by WPD in, or in connection with, the inspection, removal, alteration or protection of any apparatus.

(2) The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under sub-paragraph [101(1)], that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with **article 47** (arbitration) of the Order 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 WPD by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph [101(3)]—

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

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

(5) An amount which apart from this sub-paragraph would be payable to WPD in respect of works by virtue of sub-paragraph [101(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 WPD 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.

102.—(1) The undertaker will compensate WPD in respect of WPD's reasonably incurred losses, costs, claims or liabilities arising out of, or as a consequence of anything done under this Part of this Schedule provided that nothing in this paragraph [102] imposes any liability on the undertaker with respect to—

(a) any damage or interruption to the extent that it is attributable to the act, neglect or default of WPD, its officer, servants, contractors or agents; and

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by WPD 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 8** (consent to transfer benefit of the Order).

(2) WPD must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations;

(3) The maximum liability of the undertaker under this paragraph 102 shall be [XX] pounds (£[XX]) per claim or series of claims arising from one event.

PART 8

PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

103.—(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 of this Schedule—

"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 is construed in accordance with paragraph 1(3A) of that code;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in Chapter 1 of Part 2 of the 2003 Act(**a**);

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

104. The exercise of the powers of **article 36** (statutory undertakers) are subject to Part 10 of Schedule 3A of the 2003 Act**.**

105.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator) or there is any interruption in the supply of the service provided by an operator, the undertaker must:

(a) bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply; and

(b) make reasonable compensation to an operator for any other expenses, loss, damages, penalty or costs properly and reasonably incurred by an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) shall impose 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 shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand shall be made without the consent of the undertaker which, if it withholds such consent, shall have 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 paragraph shall be referred to and settled by arbitration under **article 47** (arbitration).

(**a**) See section 106.

(5) The maximum liability of the undertaker under this paragraph 105 shall be [XX] pounds (£[XX]) per claim or series of claims arising from one event.

106. This part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

107. Nothing in this part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

SCHEDULE 17

Article [34]

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirement

1.—(1) Where an application has been made to a discharging authority for any agreement or approval required pursuant to requirements 3 to 18 inclusive, 20 to 22 inclusive and 25 to 27 inclusive in Schedule 2 (requirements) of this Order, the discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(2) For the purposes of sub-paragraph (1), the decision period is—

(a) where no further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which the application is received by the discharging authority;

(b) where further information is requested under paragraph 2 (further information), 8 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or

(c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (a) or (b).

Further information

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary and the requirement does not specify that consultation with a requirement consultee is required, it must, within 7 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement specifies that consultation with a requirement consultee is required, the discharging authority must issue the consultation to the requirement consultee within 1 business day of receipt of the application, and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 1 business day of receipt of such a request and in any event within 21 days of receipt of the application.

(4) If 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 be entitled to request further information without the prior agreement of the undertaker.

Appeals

3.—(1) The undertaker may appeal to the Secretary of State in the event that—

(a) the discharging authority refuses an application for any agreement or approval required by a requirement included in this Order or grants it subject to conditions;

(b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined in paragraph 1;

(c) on receipt of a request for further information pursuant to paragraph 2 (further information) the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or

(d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is as follows—

(a) the undertaker must submit the appeal documentation to the Secretary of State, a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide ("the appeal documentation");

(b) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultee (if applicable);

(c) as soon as is practicable after receiving the appeal documentation, but in any event within 10 business days of receiving the appeal documentation, the Secretary of State must appoint a person and forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person's attention should be sent;

(d) the discharging authority and the requirement consultee (if applicable) must submit written representations to the appointed person in respect of the appeal within 10 business days of the date on which the appeal parties are notified of the appointment of a person under paragraph (c) 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; and

(e) the appeal parties must make any counter-submissions to the appointed person within 10 business days of receipt of written representations pursuant to sub-paragraph (d) above.

(3) The appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable. If the appointed person considers that further information is necessary to enable him to consider the appeal he must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 10 business days of that date.

(5) On an appeal under this paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed, or set by the appointed person, under this paragraph.

(7) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Schedule 2 (requirements) or Part 3 Schedule 1 (associated development) as if it had been given by the discharging authority. The discharging 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) may not be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the 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 Planning Practice Guidance on the award of costs or any guidance which may from time to time replace it.

Interpretation of this Schedule

4.—(1) In this Schedule—

"the appeal parties" means the discharging authority, the requirement consultee and the undertaker;

"business day" means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971;

"discharging authority" means that person or body responsible for approving details pursuant to requirements 3 to 18 inclusive, 20 to 22 inclusive and 25 to 27 inclusive of Schedule 2 (requirements);

"requirement consultee" means anybody named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the undertaker to construct, operate and maintain, the new Rail Central Rail Freight Interchange together with the construction and alteration of highways and associated development. The undertaker is authorised by the Order to acquire compulsorily land and rights over land. The Order also authorises the making of alterations to the highway network, stopping up and diversion of public rights of way and the discharge of water.

A copy of the plans and book of reference referred to in this Order and certified in accordance with **article 45** (certification of plans etc.) of this Order may be inspected free of charge at the offices of South Northamptonshire District Council at The Forum, Moat Land, Towcester, Northamptonshire NN12 6AD.

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 6 - Explanatory Memorandum to the Rail Central draft Development Consent Order

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

The Rail Central Rail Freight Interchange and Highway Order 20XX

Explanatory Memorandum

Document Reference	3.2
APFP Regulation	5(2)(c)
Author	Womble Bond Dickinson (UK) LLP
Date	26 October 2018
Revision	Version 1

THE PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (APPLICATIONS: PRESCRIBED FORMS AND PROCEDURE) REGULATIONS 2009 REGULATION 5(2)(c)

THE PROPOSED RAIL CENTRAL RAIL FREIGHT INTERCHANGE AND HIGHWAY ORDER

EXPLANATORY MEMORANDUM

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1. INTRODUCTION

1.1 This memorandum accompanies an application for development consent (the **Application**) by Ashfield Land Management Limited (**Ashfield Land**) and Gazeley GLP Northampton s.à.r.l. (**Gazeley**) (together the **Applicant**) to construct and operate the Rail Central Strategic Rail Freight Interchange (the **Proposed Development**). This memorandum explains the purpose and effect of each article of, and Schedule to, the draft Rail Central Rail Freight Interchange and Highway Order 20** (the **draft Order**), as required by Regulation 5(2)(c) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009.

1.2 It also highlights and explains the purpose and effect of any departures from relevant Orders for similar development and, where appropriate, also draws on draft Orders made under the Planning Act 2008 (the **2008 Act**), Orders made under the Transport and Works Act 1992 and other Acts authorising development.

1.3 A detailed explanation of the Proposed Development is set out in Chapter 5 of the Environmental Statement (Document 6.1), which accompanies the Application.

1.4 As the draft Order seeks to apply and modify statutory provisions concerning the compulsory acquisition of land and the treatment of certain requirements as planning conditions, in accordance with sections 117(4) and 120(5) of the 2008 Act it has been drafted as a statutory instrument.

1.5 There are certain matters which are the subject of continuing discussions with the relevant local authority and highway authority. Where this is the case, this is shown in italics.

2. THE PURPOSE OF THE DRAFT ORDER

2.1 In overview, the purpose of the draft Order is to grant the Applicant development consent for two Nationally Significant Infrastructure Projects (**NSIPs**) and associated development.

2.2 Section 14 of the 2008 Act sets out the type of projects that are classified as NSIPs. Section 14(1)(h) of the 2008 Act identifies “highway-related development” and section 14(1)(l) “the construction or alteration of a rail freight interchange”. For the reasons set out below the Application seeks development consent for NSIPs which fall within both of these categories.

Rail Freight Interchange

2.3 Section 26 of the 2008 Act sets out the conditions that must be satisfied for the construction of a rail freight interchange to be classified as an NSIP. Section 26(1) advises that a rail freight interchange will only be treated as an NSIP when each of the conditions set out in subsections (3) to (7) are expected to be met.

2.4 The Proposed Development satisfies these conditions as the proposed development includes the construction of a new rail freight interchange that will:

Section	Requirement of Section 26 of 2008 Act	Detail of works
26(3)(a) and 26(3)(b)	Be situated in England and be at least 60 hectares in area.	The land required to construct the rail freight interchange is 293 hectares and is situated 6km south of Northampton (see Location Plan (Document 2.1 and Works Plans (Document 2.4)).
26(4)(a) and 26(4)(b)	Be capable of handling consignments of goods from more than one consignor and to more than one consignee and at least four goods trains per day.	It is intended that the rail freight interchange will have the capacity to handle 4 trains per day from operation and up to 13 trains per day by 2031 (see the Rail Operations Report (Document 7.5)).
Section 26(5)	Be part of the railway network in England.	The rail freight interchange will connect with both the Northampton Loop Line and the West Coast Main Line (see the Rail Operations Report (Document 7.5)).
Section 26(6)	Include warehouses to which goods can be delivered from the railway network in England either directly or by means of another form of transport.	The Proposed Development provides for 702,097sq m (GEA) of warehousing (see the Rail Operations Report (Document 7.5)).
Section 26(7)	Not be part of a military establishment.	The land is not part of a military establishment.

2.5 This element of the Proposed Development therefore falls within the definition of a rail freight interchange NSIP as set out in the 2008 Act. It is referred to as “NSIP 1” in the draft Order (Document 3.1).

Highway-related development

2.6 Section 22 of the 2008 Act sets out the conditions that must be satisfied for highway-related development to be classified as an NSIP. There are three types of highway-related development identified in section 22(1) being the construction, alteration or improvement of a highway. The proposed development includes highways works relating to the alteration of existing highways.

2.7 Works comprising alteration of a highway are only a NSIP when each of the conditions in section 22(3) of the 2008 Act are met. The Proposed Development includes works on the A43(T) at J15a

of the M1 which by their nature and extent comprise an NSIP. An examination of the requirements of section 22(3) and how the Proposed Development meets its criteria is set out in the table below.

Section	Requirement of Section 22(3) of 2008 Act	Detail of works at J15a
22(3)(a)	That the highway is wholly in England.	The works proposed are within the districts of South Northamptonshire and Northampton.
22(3)(b)	That the Secretary of State or a strategic highways company is the highway authority for the highway.	The works proposed are located on the A43(T) that forms part of the national strategic road network for which Highways England is the highway authority.
22(3)(c)	That the area of development is greater than the relevant limit being 12.5 hectares where the speed limit for any class of vehicle is expected to be 50 miles per hour or greater.	The area of development for the proposed works at J15a is 16.7 hectares and part of the highway speed limit is in excess of 50 miles per hour and expected to remain so following the works.

2.8 As set out in the table above, this element of the Proposed Development falls within the definition of a highway-related NSIP as set out in the 2008 Act. It is referred to as "NSIP 2" in the draft Order.

2.9 Despite the identification of two separate NSIPs, for the purposes of the application documentation and environmental assessment, the Proposed Development has been treated as a single scheme since the NSIPs are inextricably linked and each will not proceed without the other. The highway alteration works (NSIP 2) are required to mitigate the transport impacts of the strategic rail freight interchange (NSIP 1).

2.10 The draft Order also authorises development which does not form part of either NSIP but is associated with them and necessary for the effective operation of the NSIPs.

2.11 In addition to dealing with the development, the draft Order also sets out powers of compulsory acquisition pursuant to section 120 of the 2008 Act and powers to interfere with both public and private rights of way where necessary.

3. LOCATION OF THE DEVELOPMENT TO BE AUTHORISED

3.1 The land on which the rail freight interchange is to be constructed, is situated on land between the villages of Milton Malsor and Blisworth, approximately 20km northwest of Milton Keynes and approximately 6km south of Northampton. The site is bound to the east by the Northampton Loop Line and to the south by the West Coast Main Line, and the A43 passes through the site to the west. The location of NSIP 1 can be seen from the Location Plan (Document 2.1).

3.2 Additional land is required for:

3.2.1 NSIP 2 comprising alterations to Junction 15a of the M1 (Work No. 10);

3.2.2 other minor highway works around intersections on the A5076, A5123, A45, A43 and A5, as well as in the villages of Milton Malsor and Blisworth (Work Nos. 14 and 17 to 26); and

3.2.3 landscaping and habitat creation in an area adjacent to junction 15a of the M1 (Work No.13).

3.3 All of the land affected by the proposal is located within the administrative areas of South Northamptonshire Council and Northampton Borough Council.

4. PLANS

4.1 The plans referred to by the draft Order and submitted with the application to comply with Regulation 5(2) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 (as amended) are as follows:

4.1.1 A Location Plan enabling the identification of the site, the administrative boundary and the existing development in the immediate locality (Document 2.1).

4.1.2 Land Plans (pursuant to Regulation 5(2)(i)) (Documents 2.2 and 2.3) showing the land affected by the development and the land subject to compulsory acquisition powers should necessary land and rights not be acquired through voluntary negotiation.

4.1.3 Works Plans (pursuant to Regulation 5(2)(j)) (Document 2.4) identifying the areas for the different works that cross refer to Schedule 1 in the draft Order (Document 3.1).

4.1.4 The Order limits plans (pursuant to Regulation 5(2)(j) (Document 2.12) identifying the limits within which the development may be carried out.

4.1.5 Parameters Plans (pursuant to regulation 5(2)(o)), which identify the parameters with which the works must comply. The Parameters Plans (Document 2.14) (save for the contours and cross-sections) and the Green Infrastructure Plan (Document 2.13) are the plans upon which the Environmental Impact Assessment has been based. The approach taken by the Parameters Plan is described in more detail in paragraph 6 below.

4.1.6 Access to Work Plans (pursuant to Regulation 5(2)(o)) (Document 2.5.0 to 2.5.3), which show access points for the Main Site including those which are subject to motor vehicle restrictions. These are cross referred to in Schedule 10.

4.1.7 Plans showing public rights of way to be stopped up (pursuant to Regulation 5(2)(k)) (Documents 2.6.0 to 2.6.4). These plans are cross referred to in Schedule 5 of the draft Order.

4.1.8 Street Works Plans (pursuant to Regulation 5(2)(k)) (Documents 2.7.0 to 2.7.2) showing the highways to be stopped up within the Order limits. These are cross-referenced in Schedule 4.

4.1.9 Highway Classification Plans (pursuant to Regulation 5(2)(o)) (Documents 2.8.0 to 2.8.5), which identify the altered classification of the roads following the construction of the Proposed Development.

4.1.10 Private Means of Access Plans (pursuant to Regulation 5(2)(k)) (Documents 2.17.0 to 2.17.3), which identify the private means of access that are to be stopped up and where relevant replaced as part of the Proposed Development.

4.1.11 Speed Limit Plans (pursuant to Regulation 5(2)(o)) (Documents 2.18.0 to 2.18.5), which identify the speed limits that are to apply to highways within the draft Order limits following completion of any works carried out as part of the authorised development.

4.1.12 Hedgerow and Tree Retention and Removal Plans (pursuant to Regulation 5(2)(o)) (Documents 2.19.0 to 2.19.4), which indicate the hedgerows to be removed to facilitate the Proposed Development. These plans are cross referred to in Schedule 14 of the draft Order.

4.1.13 Public rights of way strategy plans (pursuant to Regulation 5(2)(o)) (Document 2.44) which indicate the public rights of way to be provided as part of the authorised development.

4.1.14 Highway works component plans (pursuant to Regulation 5(2)(o)) (Documents 2.27 and 2.29 to 2.43), which depict the general arrangement of proposed highway works to be carried out as associated development as part of the authorised development.

4.1.15 Regulation 6(2) Plans (pursuant to Regulation 5(2)(p)) (Documents 2.28.0 to 2.28.7), which show the levels of the proposed highway related development and all necessary cross sections required by Regulation 6(2) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009.

4.1.16 Illustrative Rail Interchange Drawings (pursuant to Regulation 5(2)(o))(Documents 2.20 to 2.24) illustrating the general arrangement and sections of the rail infrastructure to be constructed as part of the authorised development.

5. SUMMARY OF THE WORKS TO WHICH THE DRAFT ORDER RELATES

5.1 The Proposed Development is divided into separate works that describe the different aspects of the Proposed Development. The Work Nos. relate to areas on the Works Plans (Document 2.4) and are set out in Schedule 1 of the draft Order.

5.2 Document 2.4 contains a series of plans depicting the areas for separate works and includes a Key Plan (RC-ALG-PLN-2.4). The Key Plan identifies the location of all the works on a single plan and also identifies the relevant specific works plan within the series of plans that applies to that work. For example, the relevant work plan for Work No. 19 is identified on the Key Plan as RC-ALG-PLN-2.4–W19.

5.3 Where reference is made to the detail of works that are described in a Work No. being shown in a particular document (for example the J15a plans in Document 2.28), this reference is to the whole series of drawings within that document. If reference is made to a specific drawing in the series, then the appropriate singular drawing reference has been included.

5.4 For the purposes of the draft Order the Works have been split into three groups:

5.4.1 **Main Site**, this comprises of NSIP 1, the rail freight interchange (Work Nos 1 – 9) and associated development situated within the Main Site (Work Nos. 11, 12A, 12B, 15 and 16);

5.4.2 **Highways Works**, which comprise of NSIP 2, the J15a alterations (Work No. 10) and the other minor highway works (consisting of associated development only) (Work Nos. 14 and 17 – 26); and

5.4.3 **Habitat Creation** at J15a of the M1 (Work No 13).

NSIP 1: The Construction of a Rail Freight Interchange

Work No. 1

5.5 This is the new rail infrastructure works from the new rail freight terminal (Work No. 2) to connect with the existing Northampton Loop railway line. This includes the construction of a new railway track and associated infrastructure, embankments and overbridge, and the alteration of the existing railway infrastructure.

5.6 Overbridges have been included in this Work No. to enable necessary changes to the local footpath network to be delivered as set out in the Public Rights of Way Strategy (Document 7.6), where footpath diversions cross the works area.

5.7 Proposals have been developed to GRIP 2 stage for submission of the Application in conjunction with Network Rail Infrastructure Limited (**Network Rail**) as set out in the Rail Operations Report (Document 7.5). The Applicant is continuing to work with Network Rail towards the GRIP 3 stage. This infrastructure is pivotal for the delivery of the Main Site and the draft Order contains a requirement, which secures the delivery of this infrastructure prior to first occupation of the warehouses.

Work No. 2

5.8 This is the construction of the new intermodal rail freight loading and unloading terminal and rail tracks to connect with Work Nos. 1 and 3 to 5. The freight terminal includes the provision of rail sidings, freight storage areas, cranes and lifting equipment. It also includes construction of a rail freight terminal control building, administrative buildings, storage and workshop buildings, a maintenance depot and fuelling facilities.

5.9 Overbridges have also been included in this Work No. to enable necessary changes to the local footpath network to be delivered as set out in the Public Rights of Way Strategy (Document 7.6), where footpath diversions cross the works area.

5.10 The intermodal rail freight terminal will be capable of receiving at least 4 goods trains per day as set out in the Rail Operations Report (Document 7.5) and therefore satisfies section 26(4)(b) of the 2008 Act. The draft Order secures intermodal provision for at least 4 freight trains per day from the Northampton Loop Line prior to first occupation of the warehouses. It is intended that by 2031 there will be intermodal provision for up to 13 freight trains per day.

Work No. 3

5.11 This is the construction of the express freight cross dock platform and a new railway line from the cross dock platform to connect with the existing West Coast Main Line railway line. Works include the construction of a new railway track, associated rail infrastructure, and embankments, and the alteration of existing railway infrastructure.

5.12 This will allow direct access to the West Coast Main Line fast lines. A dedicated electrified loop line from the fast line reception sidings will serve this terminal, formed of a raised platform and overhead canopy, allowing direct level access between express freight trains and goods vehicles docked against the platform.

5.13 In addition to the intermodal facility, (and uniquely for a rail freight interchange), Rail Central also makes provision for access to and from the West Coast Main Line fast lines (known historically as the London to Rugby Line), mainly for a smaller number of express freight services, similar to those used by the Royal Mail between London, Warrington, Glasgow and Newcastle (and more recently used by Eddie Stobart, Sainsbury's and TNT). The express facility would allow high speed trains to arrive on site, quickly discharge and load roll cages or palletised goods (within windows as short as 20-30 minutes) before departing again in the same or opposite direction.

5.14 Access would again be provided from both directions of travel for diesel and electrically-hauled express freight trains, the loop off the main line being of sufficient length to allow trains to enter and depart at higher speeds. A cross-dock platform would allow trains and goods vehicles to transfer goods quickly between modes. This facility would allow freight users to benefit from faster transits than possible with road haulage or traditional rail freight services.

5.15 The express freight dock platform will be delivered at a time agreed with Network Rail in accordance with a specific programme of works so as to minimise disruption to the rail network.

5.16 Overbridges have been included in this Work No. to enable necessary changes to the local footpath network to be delivered as set out in the Public Rights of Way Strategy (Document 7.6), where footpath diversions cross the works area.

Work No. 4

5.17 The construction of a train maintenance depot and refuelling facility, which includes the provision of rail sidings, car parking, a service yard, administrative buildings and visitor welfare facilities and the construction of new rail tracks to connect with the rail tracks in Work Nos. 1 and 2.

5.18 This ancillary infrastructure has been proposed following the Applicant's liaison with Network Rail. The provision of the train maintenance depot will assist in minimising disruption to the network by allowing trains to be stabled, maintained and fuelled on site rather than at off site locations. The benefits of this inclusion are discussed further in the submitted Planning Statement (Document 7.1).

Work No. 5

5.19 This is the construction of rail connected warehousing (including ancillary offices) and buildings (including workshops) within the area annotated as Zones 3A, 3B and 4 on the Parameters Plans (Documents 2.13 to 2.14). It includes the construction of development plateaus and associated earthworks, service yards and vehicle parking, and secondary electricity substations. It also involves the demolition of Roseacre Nursery and associated outbuildings.

5.20 This infrastructure satisfies section 26(6) of the 2008 act as to the requirements of a rail freight interchange under the infrastructure planning regime to include warehouses to which goods can be delivered from the railway network either directly or by means of another form of transport.

Work No. 6

5.21 This is the construction of rail served warehousing (including ancillary offices) and buildings (including workshops) within the area annotated as Zones 1 and 2 on the Parameters Plans (Document 2.13 to 2.14). It includes the construction of development plateaus and associated earthworks, service yards and vehicle parking, and secondary electricity substations.

5.22 This infrastructure satisfies section 26(6) of the 2008 act as to the requirements of a rail freight interchange under the infrastructure planning regime to include warehouses to which goods can be delivered from the railway network either directly or by means of another form of transport.

Work No. 7

5.23 The provision of infrastructure on site, includes the principal (private) access roads and access from the A43 connecting to Work No. 14, a grade separated junction, footways and cycle tracks. These works also include bus stop facilities, advertisement infrastructure and emergency access roads connecting to Northampton Road (to enable emergency services to access the site from an alternative location to the grade separated junction should that be necessary).

5.24 The provision of this infrastructure is necessary in order to be able to carry out the development of the Main Site, and more particularly the delivery of the intermodal facility and warehousing. It is fully expected that this works package will be one of the first to be constructed to enable the rest of the development.

Work No. 8

5.25 This is the construction of a bus interchange to facilitate the worker access to site via public transport and associated infrastructure. The works package also allows for the provision of on-site private access roads, roundabout junctions, footways and permissive cycle tracks so as to connect into other on site infrastructure delivered under other Work Nos.

5.26 The works will include a controlled bus gate to connect to Northampton Road to ensure that the Main Site is well connected to existing Public Transport routes. This access will also be available to emergency services should the need arise.

Work No. 9

5.27 This works package is for the on-site footways and public bridleway to the east of the Northampton Loop Line and provides for the construction of replacement footways to the east of the Northampton Loop Line and bridges over the Northampton Loop Line. The inter-relationship report (Document 7.20) explains how these works will be delivered if the Northampton Gateway Rail Freight Interchange (whose order limits overlap in this area) is also developed.

5.28 On-site footpath diversions in the works area comprise the diverted footpath KX13 and a new footpath to link into Barn Lane.

NSIP 2: The Alteration of a Highway

Work No. 10

5.29 This is the highway works relating to Junction 15a, as shown on the Regulation 6(2) Plans (Documents 2.28.0 to 2.28.7). This includes:

5.29.1 predevelopment works to facilitate widening and reconfiguration;

5.29.2 widening and signalisation of the northern roundabout on the A5123 to the north of the M1 carriageway including widening of the northbound A43 approach;

5.29.3 removal of the southern roundabout on the existing A43 to the south of the M1 carriageway and reconfiguration of the accessway to land to the East;

5.29.4 widening of the A5123 approach and the M1 southbound off-slip approach;

5.29.5 construction of a signalised junction, two lane free flow slip road on the A43 southbound and widening of the A43 northbound on the approach to the southern junction; and

5.29.6 construction of a new bridge over the Grand Union Canal to the south of the M1 and linking it to the A43 including construction of a new signalised junction.

5.30 This infrastructure would constitute a NSIP in its own right as set out in section 2.7 above due to the scale of the works. It will improve network congestion at this junction whilst facilitating access to the site via the A43. Though ancillary to the Main Site development it is a key piece of infrastructure and the Applicant is committed to delivering it in advance of first occupation of the warehouses on the Main Site.

5.31 The detailed design of these works will be subject to the approval of Highways England post grant of the consent for the Proposed Development. For this reason the level of detail included in the design has been limited to the general arrangement so that there is some flexibility in the final approved design. However the detailed design must fall within the parameters assessed as part of the Rochdale Envelope for the development (as described in the Environmental Statement (Document 6.1)).

Associated development

DCLG Guidance on associated development

5.32 Pursuant to section 115 of the 2008 Act, development consent can be granted for the NSIP and associated development. The Secretary of State for Communities and Local Government has

issued guidance on associated development[1] (the **Guidance**), which sets out its defining characteristics and illustrates the types of development that may qualify. Associated development must not be an aim in itself. In most cases, it is of a type normally brought forward with the primary development and must be subordinate to and necessary for the effective operation of the NSIP, and may include measures necessary to mitigate the effects of the primary development. It should be of a proportionate scale to the primary development. Examples given in the Guidance include:

5.32.1 Formation of new or improved vehicular or pedestrian access (to stations, work sites etc.), whether temporary or permanent;

5.32.2 Alteration or construction of roads, footpaths and bridleways;

5.32.3 Diversion or realignment of watercourses;

5.32.4 Construction of new rail, road or foot bridges, viaducts or tunnels, and works to reconstruct, alter or replace existing ones; and

5.32.5 Railway works and associated works (including freight sidings, passing loops, level crossings, gauge clearance and railway lines for moving aggregates during construction).

5.33 Part 3 of Schedule 1 of the draft Order includes associated development for which consent is sought as part of NSIP 1 and NSIP 2.

5.34 These aspects of the Proposed Development are considered to be associated development as they each are "*not an aim in itself*" but are "*subordinate to the principal development and necessary for the effective operation of the NSIP and may include measures that support construction or operation of the NSIP"*. The associated development for the Project generally falls into three broad categories: necessary infrastructure within the Main Site, the minor highway works which form part of the Highway Works and the Habitat Creation at J15a of the M1.

5.35 Some of the works packages that contain NSIP 1 or NSIP 2 also, by necessity, include works that would be classified as "associated development". This approach has been adopted on all strategic rail freight interchange Development Consent Orders (**DCO**s) to date. This is undertaken to ensure that the works packages for each element of the project can be easily and properly defined on the works plans (and within the assessment and application documentation). It also ensures that where very specific types of associated development to the NSIP need to occur on a specific area or zone, this is controlled accordingly.

Main Site

Work No. 11

5.36 This work relates to the provision of a Lorry Park within the area of the Main Site including lorry parking, driver welfare facilities and a health facility.

5.37 The driver welfare facilities are infrastructure to be delivered to accommodate the need for lorry drivers to take their mandatory rest breaks without impact to the local network which had been a concern raised during consultation. The health facility is to be delivered in response to concerns from Public Health England that necessary mitigation was required to limit the impacts of health provision upon the local population as a result of the operation of the Proposed Development.

5.38 Details of the health facility and management of the lorry park must have been submitted for approval by the relevant planning authority prior to the construction of Work No. 11 commencing.

[1] Planning Act 2008: associated development applications for major infrastructure projects – April 2013

Work No. 12

This Work package has been split into two sections:

Work No.12 A

5.39 This is the provision of all the on-site landscaping works and habitat creation throughout the area of the Main Site as illustrated in the Illustrative Landscape Masterplan (Document 2.16), and the Green Infrastructure Plan (Document 2.13) on the west side of the Northampton Loop Line.

5.40 The Applicant is committed to delivering significant landscaping works to help minimise potential impacts of the scheme. The landscaping scheme has been designed to be considerate to the surrounding landscape as detailed in full in the Green Infrastructure Plan (Document 2.13) and the Landscape and Visual Impact Chapter of the Environmental Statement (Document 6.1).

Work No.12 B

5.41 This is the provision of all the on-site landscaping works and habitat creation, as illustrated in the Illustrative Landscape Masterplan (Document 2.16), and the Green Infrastructure Plan (Document 2.13) on the east side of the Northampton Loop Line.

5.42 If Northampton Gateway Rail Freight Interchange (**Northampton Gateway**) is granted consent, the Applicant does not envisage this Works package being delivered as Northampton Gateway will construct its proposed landscaping bund and structural planting in that same area (Work No. 6 in the Northampton Gateway draft order). The interrelationship between the Proposed Development and Northampton Gateway is set out in more detail in section 7.

Work No. 15

5.43 These works include provision of an underpass under Northampton Road to link the eastern and western halves of the site without impacting upon the existing local road network.

5.44 Works will include the creation of new pedestrian access points from Northampton Road into the main site.

Work No. 16

5.45 These works allow for the provision of a primary electricity substation for the site to connect into Western Power Distribution's network. This is to facilitate the undergrounding of existing overhead power lines. There will then be a Main Site ring main installed underground and the installation of fourteen 11KV substations and metering (one for each unit). Final connections will be made between the 11KV substations and internal unit distribution switchgear.

Highway Works

Work No. 14

5.46 This work comprises the provision of a grade separated junction and access road from the A43 to enable access to the Main Site, the construction of new bridges to facilitate road network improvements and permit access and the diversion of the existing footpath to the east of the A43. The footpath diversion will include the creation of an underpass under the access road to the site.

5.47 These works facilitate entry to the site whilst mitigating transport impacts to the strategic road network and also increasing the robustness of that network. The works will be delivered as one of the first works packages and the Applicant is committed to the grade separated junction being operational prior to first occupation of the warehouses created under Work Nos. 5 or 6.

5.48 In order to comply with modern road design safety standards the on /off ramps to this site access junction require a filter lane. From detailed design work and liaison with Highways England in

mid-2018 it became apparent that such works will require the road bridge where the A43(T) crosses the Grand Union Canal to be widened. This work forms part of Work No. 14.

Work No. 17

5.49 This work includes the construction of a footway, cycleway and associated signage and highway markings along both Northampton Road and Collingtree Road / Barn Lane.

5.50 These works are included to promote the use of sustainable transport by employees at the Main Site whilst also generally improving sustainable transport routes within the locality. The works are designed to be delivered in land already designated as adopted highway and will improve the sustainable transport routes between Milton Malsor and Blisworth.

Work No. 18

5.51 The work is for provision of ancillary highway works at A43 (south)/ Saint Johns Road (west) /A43 (north)/ Saint Johns Road (east) to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.52 Works will primarily include the provision of safety signage in the form of countdown markers in advance of the junction and reconfiguration of carriageway markings.

Work No. 19

5.53 The work is for provision of ancillary highway works at A43 South/Northampton Road/A43 North to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.54 Works will primarily include the provision of safety signage in the form of countdown markers in advance of the junction and reconfiguration of carriageway markings.

Work No. 20

5.55 The work is for provision of ancillary highway works at A43 and Tove Roundabout, Towcester Bypass (southwest)/ Towcester Road/ A5, (north)/ A43, (northeast)/ A5, Watling Street (southeast) to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.56 Works will primarily look to widen the existing carriageway and will include but not be limited to the widening of the circulatory carriageway to provide additional lanes. Works will also include the construction of retaining structures and reconfiguration of the carriageway markings.

Work No. 21

5.57 The work is for provision of ancillary highway works at Abthorpe Road and Abthorpe roundabout/ A43, Towcester Bypass (north)/ Brackley Road/ A43, Towcester Bypass (south) to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.58 Works will primarily include reconfiguration of the junction signalisation and carriageway widening to provide additional lanes. Works will also include the construction of retaining structures and reconfiguration of the carriageway markings.

Work No. 22

5.59 The work is for provision of ancillary highway works at A5076, Upton Way (south)/ Telford Way/ A5076, Upton Way (north)/ Water Tull Way/ Duston Mill Lane to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.60 Works will primarily include carriageway widening and reconfiguration of the road markings to provide for additional lanes.

Work No. 23

5.61 The work is for provision of ancillary highway works at A5076, Upton Way (south)/ High Street/ A5076, Upton Way (north)/ Duston Mill to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.62 Works will primarily include carriageway widening and reconfiguration of the road markings.

Work No. 24

5.63 The work is for provision of ancillary highway works at A5076/ A5123/ Upton Way roundabout (Pineham Park) (Danes Camp Way) to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.64 Works will primarily include carriageway widening and reconfiguration of the road markings to provide for additional lanes.

Work No. 25

5.65 The work is for provision of ancillary highway works at A5076 (west)/ Hunsbury Hill Avenue/ Hunsbarrow Road/ A5076, Danes Camp Way/ Hunsbury Hill Road to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.66 Works will primarily include the partial signalisation of the junction and the widening of the carriageway and reconfiguration of the road markings to provide additional lanes.

Work No. 26

5.67 The work is for provision of ancillary highway works at Towcester Road/ A5076, Danes Camp Way/ A5123, Towcester Road/ Mere Way/ Tesco Access to improve network capacity and mitigate potential traffic impacts of the Proposed Development.

5.68 Works will primarily include the provision of additional traffic signal control, carriageway widening and reconfiguration of the road markings to provide additional lanes, and the extension of the right turn land on Mere Way to add capacity to the network at this point.

Habitat Creation

Work No. 13

5.69 This Work package consists of a 26ha parcel of land, which is specifically designated for ecological mitigation to address habitat loss from the Main Site (and to a lesser extent J15a). This will be designed following necessary pre-construction surveys and is intended to maximise the ecological mitigation through the retention and enhancement of the existing vegetation framework and field pattern where feasible.

Further Works

5.70 The further works section included in Schedule 1 is focussed upon either temporary construction infrastructure (such as concrete batching plants) or items for which it is not possible to define specific locations at this time or which will exist in multiple works packages (such as connection to mains services). Given the need to undertake these types of works in multiple locations and Work Nos. they have been collated in one Further Works section so as to negate the need to repeat them under each individual Work No.

5.71 As construction will be carried out across the site the undertaker requires the ability to carry out these works in multiple locations. The undertaker considers that there are two main types of construction work that will be undertaken for the Proposed Development:

5.71.1 Further Work relating to the Main Site; and

5.71.2 Further Work relating to the Highway Works and Habitat Creation.

5.72 All the Further Works are subject to the provisos contained in paragraph 19 of Schedule 1 of the draft Order that they do not give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement (Document 6.1).

6. THE ASSESSMENT OF PARAMETERS AND FLEXIBILITY

6.1 The Parameters Plans which consist of:

6.1.1 Parameters Plan (Document 2.14) which sets out the extent of maximum development that can be achieved on the Main Site; and

6.1.2 Green Infrastructure Plan (Document 2.13) which sets out the framework of green infrastructure and embedded mitigation including the landscape strategy, minimum bund heights and maximum plateau heights and retained vegetation for the Main Site

are the plans which identify the parameters for the Main Site and, along with the Regulation 6(2) Plans for the J15a works, are the basis of the environmental assessment that has been carried out.

6.2 The Parameters Plans identify, in respect of each development zone, the parameters which apply to that zone. These include the maximum footprint and building height range; the maximum number of units and the maximum plateau level within which the development will be undertaken.

6.3 A summary of the development parameters is provided in the Parameters Schedule. This is located in the lower left corner of the Parameters Plans and which sets out the parameters for:

6.3.1 The Overall Maximum Development Floorspace;

6.3.2 Maximum Plateau level (for each zone); and

6.3.3 Maximum Building Height to ridge (for each zone).

6.4 As referred to above, the Parameters Schedule provides detail of the maximum building heights and maximum plateau heights within each specific zone across the site. This includes, for example, citing that the maximum ridge height in Zone 3A to the south of Milton Malsor is 15m (reduced from 18m in response to statutory consultation).

6.5 The schedule also gives a Maximum Development Floorspace for the project but does not define the maximum development floorspace for each plateau so as to enable a market led approach to the ultimate delivery of warehouse units. Nevertheless, the inherent requirements for each unit in terms of accessibility, office space and parking means that the developed out masterplan is considered likely to be similar to that depicted in the Illustrative Colour Masterplan (Document 2.16, Drawing Numbers RC-ALG-PLN-2.16.05 and RC-ALG-PLN-2.16.06), which demonstrates the considered likely and marketable way of delivering the development floorspace.

6.6 These parameters described above provide the “Rochdale Envelope” for the purposes of the environmental assessment of the development on the Main Site. This is in accordance with PINS Advice Note 9, titled “Rochdale Envelope”.

6.7 A ‘parameters approach’ has been applied to the Proposed Development because flexibility is required as the development will be phased over a number of years and due to the need to accommodate changing occupier requirements and a developing market. This approach is common in respect of large scale infrastructure projects in order to ensure the maximum extent and size of development for which consent is sought is identified and assessed, whilst enabling flexibility at the detailed design stage.

Control of the development

6.8 The control of the development is secured by reference to articles 5 (parameters of authorised development) and 48 (governance of requirements and amendments to approved details), the description of the works in Schedule 1, the requirements in Schedule 2, the parameters on the Parameters Plans and the Regulation 6(2) Plans.

6.9 Defined works packages (as set out in Schedule 1 of the draft Order), must be carried out in designated areas as set out in the work plans. Some vertical deviation is permitted within the order specifically in relation to highway works and the delivery of railway infrastructure. Such flexibility is vital and appropriate as the final design of these works will be agreed post grant of the consent for the Proposed Development with the relevant Highway Authority and Network Rail respectively.

6.10 Details over and above those shown on the Parameters Plans and Regulation 6(2) Plans, including, for example, the precise location and height of buildings within the development zones, the detailed design of the highways and rail infrastructure, detailed landscaping scheme and ecological mitigation details, are to be approved following the grant of the draft Order and following the submission of details to the relevant planning authority pursuant to the requirements in Schedule 2 or relevant highway authority as per Schedule 16.

6.11 The approved details must accord with the description of the Proposed Development and the parameters referred to in paragraph 6.1 above. The approval of details subsequent to the making of the draft Order, and the ability to change details as approved, is in accordance with PINS Advice Notice 15: Drafting Development Consent Orders.

6.12 The way in which the implementation of development is to be governed by reference to the requirements as addressed further in the table at paragraph 12 below.

Mezzanines

6.13 As set out above, the Parameters Plan sets out a maximum overall gross external area (**GEA**) for the warehousing (702,097sq m) as well as maximum building heights (18.5m except in Zone 3a which is limited to 15m).

6.14 GEA has been used as a parameter rather than gross internal area (**GIA**) to provide occupiers with flexibility in how they use the internal warehouse space. Such flexibility already exists for B8 warehouses developed under the Town and Country Planning Act (TCPA) regime, where the construction of mezzanines within warehouses does not constitute development by virtue of section 55(2A) of the TCPA 1990. Article 44 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (**DMPO 2015**) restricts development of mezzanines in buildings which are being used for the retail sale of goods if the mezzanine will increase the floorspace of the building by more than 200 square metres. Accordingly, B8 warehouses without a retail sales element are not restricted by the DMPO 2015 and would not require planning permission to install a mezzanine.

6.15 This is logical given that the capacity of a warehouse is based on the cubic volume of the warehouse rather than GIA. If mezzanines are used, the floorspace will increase, but the cubic volume of the warehouse and the GEA will not. If mezzanines are not used, goods will be stacked up using racking; in this way the warehouse is able to store the same volume of goods regardless of the amount of floorspace. There is no proposal to use the B8 warehouses with a retail element and, as can be seen from the Illustrative Masterplan (Document 6.1.5.4), the Main Site would not be open to visiting members of the public for retail sales. On this basis, given that the GEA of the warehouses will not increase, the use of mezzanines will not give rise to any impacts different to those assessed in the Environmental Statement (Document 6.1).

7. INTER-RELATIONSHIP WITH NORTHAMPTON GATEWAY RAIL FREIGHT INTERCHANGE

7.1 A Strategic rail freight interchange has been proposed on land adjacent to the Proposed Development and the application was submitted in June 2018. It is called Northampton Gateway

Rail Freight Interchange (**Northampton Gateway**). The Proposed Development has been designed in order to enable it to be constructed alone, or in parallel with Northampton Gateway, if the Secretary of State considers that both schemes should come forward and be granted consent.

7.2 There are however elements of the two projects where the Order limits overlap; this relates to an area of the Main Site to the east of the Northampton Loop Line and also Junction 15a of the M1 where highway works are proposed.

7.3 The Applicant has prepared plans to illustrate the Proposed Development and Northampton Gateway if both were delivered. These plans consist of the following:

7.3.1 Landscaping and Ecology Infrastructure Strategy

The interaction between the Proposed Development and Northampton Gateway in relation to landscaping works delivery and management to the east of the Northampton Loop Line will be managed through the detailed 15 year Landscape Management and Maintenance Plan and the detailed Ecological Creation and Habitat Management Plan (both secured by requirements 11 and 12 of the draft Order), the principles of which are set out in the Landscaping and Ecology Infrastructure Strategy (Document 7.12). This document forms part of the application for the Proposed Development.

7.3.2 Public Rights of Way Strategy

Detailing the interaction between the Proposed Development and Northampton Gateway in explaining when it is necessary for Rail Central to deliver the full proposed footpath to the east of the Northampton Loop Line or whether it is only necessary to connect into the Northampton Gateway footpath network. This document forms part of the application for the Proposed Development and compliance with this strategy is secured by requirement 10 (public rights of way).

7.3.3 The Construction and Operational Environmental Management Plan for highways

This will control the interaction between the Proposed Development and Northampton Gateway concerning construction and delivery of improvement works at Junction 15a. The Applicant will also provide a highways phasing strategy to the highways authorities that will be relevant to these works.

7.4 Finally, programming and delivery of the rail connections and Junction 15a works can also be managed through protective provisions included for the benefit of Network Rail and Highways England respectively in both the Orders.

8. PHASING

8.1 Precise details of construction timings will be confirmed and submitted to the relevant planning authority for approval prior to the start of construction.

8.2 The delivery of warehouses and the wider Main Site will be market driven and it is anticipated that the Proposed Development will take 10 years to deliver in full. However, this may be shorter or longer depending on floorspace uptake.

8.3 First occupation of the Main Site is anticipated to be in 2021 and at this point the following elements of the Proposed Development will have been delivered:

8.3.1 129,790 sq m of warehouse floorspace (approximately 20% of the final warehouse floorspace). This assumption is based on the rate of take-up and therefore construction of similar sites operated by the Applicant. Should there be an operational requirement for more floorspace by 2021, the traffic flows predicted may trigger the

requirement for additional highway junctions to be in place. This is covered by the phasing approach addressed below.

8.3.2 The access to the site from the A43 (grade separated junction).

8.3.3 Rail works to secure access to the Northampton Loop Line (slow lines).

8.3.4 The intermodal terminal with sufficient capacity to accept 4 trains per day. It is intended that additional capacity will be phased (as achieved at Hams Hall SRFI and iPort in Doncaster) to create capacity in line with emerging demand. By 2021 it is intended that the intermodal provision will include both of the two reception sidings (electrified), three of the site handling sidings, creation of the full 8 ha platform, with 2ha surfaced, and provision of parking for 45 of the 109 vehicles.

8.3.5 All associated works on the Main Site to permit the development set out in paragraphs 8.3.1 to 8.3.4, including development of the haul road, underpass under Northampton Road, bus terminus, emergency access, substation and preliminary landscaping.

8.3.6 J15a of the M1. In practice, it is possible that other minor highway works will also be completed, but this allows for a reasonable worst case assessment of traffic flows.

8.3.7 The safety schemes at A43/St John's Road (Work No. 18) and A43/Northampton Road (Work No. 19).

8.3.8 The cycleway and footway along Northampton Road and Collingtree Road / Barn Lane (Work No. 17).

8.3.9 Minor highway works at Tove (Work No. 20) and Abthorpe (Work No. 21) – subject to detailed design, technical approve and road space being available from Highways England (otherwise within 2 years of first occupation).

8.4 After 2021, the Main Site has been split into Zones, but it is possible several zones will be constructed at the same time:

Zone	**Part of Main Site**
Zone 1:	Warehousing units
Zone 1a:	Lorry parking and health facility
Zone 2:	Warehousing units and the substation site
Zone 3a:	Warehousing units
Zone 3b:	Warehousing units
Zone 4:	Warehousing units
Zone 5:	Warehousing units
Zone 5a:	Warehousing units
Zone 6:	Maintenance depot
Zone 6a:	Gantry crane
Zone 7:	Express freight terminal

8.5 The remaining highway works not due to be delivered prior to first occupation (Work Nos. 22 to 26) will be developed as required and will be linked to traffic generated by operation of the Main Site. *Further discussions are progressing with the highway authority to agree the delivery of these highway works and this will be confirmed by the Applicant in due course.*

8.6 Chapter 5 of the Environmental Statement (Document 6.1) sets out the proposed phasing in more detail.

9. COCP AND CEMP

9.1 The environmental mitigation measures are set out in the Code of Construction Practice (**CoCP**) and outline construction and operational and environmental management plan (**outline CEMP**). Compliance with these documents is secured through the requirements in the draft Order.

9.2 The CoCP defines the overarching control measures and standards to be implemented throughout the construction of the Proposed Development. If the application is granted, the CoCP will be a certified document and will not require further approval by the relevant planning authority. The measures set out in the CoCP are embedded mitigation consisting of primary and tertiary mitigation (meaning those inexorable measures that must be undertaken as part of normal construction practice for projects such as the Proposed Development). Compliance with these measures is secured by requirement 6.

9.3 The outline CEMP supports the CoCP and sets out the site-specific control measures during operation and construction, which have been developed in accordance with the principles within the CoCP.

9.4 The outline CEMP is divided into two parts:

9.4.1 Part 1 sets out embedded mitigation measures, which do not require further consultation, design or studies to be carried out. For example, management protocols, permitting and licencing procedures and waste disposal. These measures are secured by requirement 7 and 8.

9.4.2 Part 2 includes indicative structures for plans which can only be finalised once further surveys have been carried out or the detailed design has been finalised. The production of and compliance with these plans is secured through various requirements in the draft Order and the requirements ensure the detailed plans will be developed in accordance with the principles in the outline CEMP as well as the CoCP.

10. COMPULSORY AQUISITION

10.1 The draft Order also seeks powers for the purposes of carrying out the authorised development to acquire rights and land pursuant to section 120 of the 2008 Act and powers, under section 120 (3) and (4), to authorise the creation, extinguishment and interference with interests in, or rights over, land (including the stopping up and diversion of public rights of way and private accesses). The compulsory acquisition powers sought are explained within the Statement of Reasons (Document 4.1) and discussed further below.

10.2 In summary the Order seeks freehold acquisition of the land required for the Main Site as well as some small areas of land within the Highway Works, adjacent to the existing highway, required for highway alterations and widening. The interests of the highway authority are excluded from compulsory acquisition in the Book of Reference, and separate consents will be sought to carry out works on the existing highway in conjunction with the separate highway powers in the Order.

10.3 The Order also seeks:

10.3.1 temporary possession of six plots of land to facilitate the diversion of a towpath;

10.3.2 temporary possession of a plot adjacent to J15a of the M1 for use as a temporary construction compound; and

10.3.3 the acquisition of new rights over two plots to carry out alterations to the highway. The purpose of these rights is to enter onto and remain on the land for the purposes of construction, installation, operation and maintenance of the works set out in Work No.10 and to reconfigure the road markings and signage, remove street furniture and resurface the carriageway. Temporary possession of these two plots is also sought to ensure the Applicant can enter onto these plots to carry out works prior to acquiring any permanent right that may be required.

These plots are all situated within Work No.10 (J15a of M1 alterations).

11. THE DRAFT ORDER

11.1 This section of the memorandum explains the provisions of the draft Order (Document 3.1). In particular, regard has been had to The Daventry International Rail Freight Interchange Alteration Order 2014 and the East Midlands Gateway Rail Freight Interchange and Highway Order 2016, as well as the draft Northampton Gateway Rail Freight Interchange Order and the draft West Midlands Rail Freight Interchange Order.

11.2 A table setting out a comparison between the model provisions and the Articles in the Order is appended to this Explanatory Memorandum as Appendix 1. This explains where Articles have deviated from the model provisions along with a rationale for doing so. A comparison document between the Articles and the model provisions is included at Appendix 2.

Preliminary Provisions

11.3 Articles 1 and 2 of the draft Order contain preliminary provisions.

Article 1	(Citation and Commencement) provides for the commencement and citation of the draft Order. It includes the date on which the draft Order comes into force, which may or may not be the date on which the draft Order is made.
Article 2	(Interpretation) provides for the interpretation of the draft Order. Amongst other things, the definition of draft Order limits includes cross reference to the Works Plans and Parameters Plan. The draft Order also contains separate definitions for the Main Site and the highway works so requirements can be applied to the Main Site only or the highway works only as appropriate. In the draft Order 'commence' is defined as follows: "beginning to carry out any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project" The draft Order then includes a definition of pre-commencement works as follows: "operations consisting of site clearance, demolition works, environmental surveys, investigations for the purpose of assessing ground conditions, diversion and laying of haul roads, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, archaeological investigations, remedial work in respect of any contamination or other adverse ground conditions, the erection of temporary structures or hard standing and testing and diversion of oil pipelines". Most requirements are not triggered by pre-commencement works, but the draft Order ensures that the pre-commencement works are excluded from the relevant requirements namely the habitat creation (requirement 13) and contamination risk (requirement 22). These requirements need to be discharged before any material operations may be carried out.

	In the draft Order 'maintain' is defined to include inspect, repair, adjust, alter, remove, clear, refurbish, reconstruct, demolish, replace or improve but only to the extent that this has been assessed in the Environmental Statement (6.1).

Operative Provisions

11.4 Articles 3 to 51 of the draft Order contain provisions for and relating to the authorised project, and miscellaneous and general provisions.

Article 3	(Development consent granted by the Order) would grant development consent for the authorised development within the draft Order limits, thereby authorising the construction of the NSIPs, associated development and ancillary works. The authorised development means the development described in Schedule 1 (Authorised development). This includes further works as may be necessary or expedient in connection with the authorised development provided that such works do not give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement. All the authorised development must be carried out in accordance with the provisions in the Order including the requirements set out in Schedule 2 (Requirements).
Article 4	(Power to construct and maintain) provides for the construction, operation, use and maintenance of the authorised project. It broadly follows the model provisions, bar the addition of "operation" and "use". It was considered prudent, and more robust, to allow the undertaker to operate and utilise the project for its constructed purpose, as "maintenance" carries with it a separately defined meaning with the Order. The power is limited by reference to any express provision in the Order and any agreement made under the Order, which refers to a section 106 agreement which may limit/restrict construction or operation. Although there is nothing which prevents development under the 1990 Act, it is essential to include sub-paragraph 2, given the nature of the development, to give prospective occupiers of the warehouses comfort that development pursuant to the 1990 Act is not precluded.
Article 5	(Parameters of authorised development) allows for flexibility for the works to be carried out within the parameters identified on the Parameters Plans and the defined areas shown on the Works Plans.. The parameters identified on the Parameters Plans have been used for the purposes of environmental assessment of the authorised development. As explained above, this approach is in line with the Rochdale Envelope approach and the guidance set out in Planning Inspectorate's Advice Notes 9 and 15. The article also permits vertical deviation by 1.5m upwards or downwards for highway works and vertical deviation by 1.5m upwards or 2.5m downwards for delivery of railway infrastructure within the Main Site. This is to reflect that these works need to be approved by the relevant statutory undertaker. However deviation is only permitted provided the deviation does not give rise to materially new or materially different environmental effects from those assessed in the Environmental Statement.
Article 6	(Authorisation of use) authorises the operation and use within the Main Site and ensures that the concept of ancillary uses applies to the warehousing built pursuant to the Order as if the warehousing had been built pursuant to a planning permission. It ensures that occupiers of the warehousing can be authorised to operate and use the strategic rail freight interchange.

Article 7	(Benefit of Order) provides that the Order has effect for the undertaker which is Ashfield Land and Gazeley subject to Article 8.
Article 8	(Consent to transfer Benefit of the Order) is included in the event that Ashfield transfers all or part the benefit of the Order to Gazeley. In that circumstance, the Order provides that the consent of the Secretary of State will not be required. The consent of the Secretary of State will likewise not be required for any transfer of the benefit of the Order to a statutory undertaker or a relevant highway authority. The Funding Statement sets out that Gazeley has access to sufficient funding to meet all of the liabilities of the Project, including all land acquisition costs. It can be seen as analogous to electricity generation DCOs, where it is typical not to require the consent of the Secretary of State where a transfer of benefit is proposed to another electricity licence holder. For any other transfer of the benefit of the Order, including any transaction where Gazeley cease to be involved with the Project, the consent of the Secretary of State will be required.
Article 9	(Application and modification of legislative provisions) seeks, as permitted by section 120(5) of the 2008 Act, to incorporate and modify legislative provisions which are necessary for carrying out the authorised development. Articles 9(1) and (2) apply conventional appeal arrangements to any refusal by the relevant planning authority of an application for approval pursuant to the provisions of a requirement, as if such approval was being sought in respect of a planning condition. This is required to resolve any dispute since there is no other statutory mechanism. This is also applied to the other authorities whose approval of details is needed pursuant to the requirements. Article 9(3) dis-applies Regulation 4 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007 in respect of advertisements located within the Order limits. It obviates the need to obtain further advertisement consent for the totems and sign boards required for the development. Article 9(4) modifies the Hedgerows Regulations 1997 for the purposes of carrying out or maintaining the authorised development. The Regulations already permit removal for carrying out development for which "planning permission" has been granted. This approach was taken on the East Anglia THREE Offshore Wind Farm Order 2017 in relation to carrying out development. Article 9(5) dis-applies provisions of the Neighbourhood Planning Act 2017 (NPA 2017). This disapplication makes it clear that the temporary possession provisions in that enactment would not take effect at the expense of the temporary possession provisions contained in the Order. The Applicant notes that the provisions relating to temporary possession in the NPA 2017 have not yet come into force and that regulations required to provide more detail on the operation of the regime have not yet been made. Due to the uncertainty in relation to the detail around that regime, the Applicant has adopted the long-standing process available under the Planning Act 2008. The Applicant additionally considers that if Parliament wished to apply the NPA 2017 temporary possession regime to DCO projects it could have done so by effecting amendments to Part VII of the Planning Act 2008. It has not done so, and in the absence of the clarity this would provide, the Applicant proposes to proceed under the existing Planning Act 2008 procedure. Article 9(6) disapplies the CIL provisions to ensure there is no unforeseen, liability on the undertaker arising from any CIL yet to be introduced. It is common for CIL to be disapplied in an order. See for example the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014, Article 14 and The National Grid

	(Hinckley Point C Connection Project) Order 2016. Article 9(7 - 22) refers to various controls set out in the Highways Act 1980 and the New Road and Street Works Act 1971 and disapplies, modifies or amends them as appropriate to ensure they facilitate, and do not constrain, the Proposed Development. This is based on the approach taken in the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014. Article 9(23) disapplies section 42 of the Local Government (Miscellaneous Provisions) Act 1976 which makes certain future local Acts and orders subject to the planning enactments relating to town and country planning, historic buildings and ancient monuments and the Food and Environment Protection Act 1985 except so far as the order expressly provides otherwise. This provision is disapplied to the extent that it would make provisions of the draft Order subject to other provisions. Article 9(24) ensures that anything permitted as a result of the provisions of article 9 does not prevent the operation of the 2017 EIA Regulations, as suggested in the Planning Inspectorate's Advice Note 15: Drafting Development Consent Orders.
Article 10	(Defence to proceedings in respect of statutory nuisance) reflects model provision 7 and provides that no-one shall be able to bring statutory nuisance proceedings under the Environmental Protection Act 1990 in respect of air pollution noise or light pollution, if it is created in the course of carrying out or maintenance of the authorised project . It is not considered that any properties will be affected beyond statutory nuisance thresholds, as mitigation measures will be used to control emissions. However, the Applicant considers that this Article should be included in the event that proceedings are brought under Section 82 of the Environmental Protection Act 1990. This approach follows the Model Provisions and The East Midlands Gateway Rail Freight Interchange and Highway Order 2016. The Proposed Development comprises nationally significant infrastructure and as a result it is appropriate that it is protected.
	PART 3 - STREETS
Article 11	(Power to alter layout, etc., of streets) is based upon precedent in other Development Consent Orders, for example the East Midlands Gateway Rail Freight Interchange and Highway Order 2016, amongst others. It confirms that any alteration to street works on the Main Site, although private, will require the consent of the highway authority, in order to ensure that the arrangement of streets within the Main Site is acceptable.
Article 12	(Street Works) confers authority on the undertaker to carry out the works listed in article 12(1) (a) – (j) for the purposes of the authorised development affecting the streets specified in Schedule 3 (Streets subject to street works) provided that they are carried out in accordance with the protective provisions contained in the relevant parts of Schedule 16. Ordinarily the undertaker would require a street works licence pursuant to the New Roads and Street Works Act 1991 to carry out such works. However, the inclusion of this article in the Order will provide a statutory right for the purposes of sections 48(3) (streets, street works and undertaker) and 51(1) (prohibition of unauthorised street works) of the New Roads and Street Works Act 1991 to undertake street works within the specified streets without the need for the undertaker to obtain a separate licence from the street authority. The powers conferred by this Article also extend beyond the land within the Order limits, subject to necessary approval of the relevant street authority. The Article is similar to the drafting of the National Grid (Richborough Connection Project) Development Consent Order 2017.
Article 13	(Permanent Stopping up of streets) makes provision for the stopping up of streets permanently and, where specified, for a substitute to be provided. Part 1

	of Schedule 4 (Streets to be permanently stopped up) of the Order has been completed to identify those streets that are to be permanently stopped up subject to this article and an alternative street provided. The article also makes provision for the stopping up of one street for which no substitute is to be provided specified in Part 2 of Schedule 4 (Streets to be permanently stopped up). The reasons for this are set out below: The relevant part of Barn Lane currently provides access to several houses but is not a thoroughfare. If consent is granted for the Proposed Development these properties will be demolished to facilitate the construction of the Main Site and therefore access to these properties will no longer be needed, so no substitute is required. This article also makes provision for all rights of way (both public and private) in the stopped up streets to be extinguished and provision is made for the payment of compensation. This article is subject to any relevant provisions in Schedule 16 regarding the carrying out of the highway works.
Article 14	(Stopping up and diversion of public rights of way) has been included in the Order to allow for the creation, diversion and stopping up of rights of way affecting land within the Order limits. It is necessary for some public rights of way to be stopped up and diverted to enable the authorised development to be carried out. Section 136 of the 2008 Act states that the Order may include the stopping up of a public right of way provided that an alternative right of way will be provided, or it can be shown an alternative is not required. This article makes provision for the stopping up of public rights of way and for alternative public rights of way to be created to maintain connectivity within the public rights of way network. Schedule 5 (Public rights of way to be stopped up) of the Order identifies the public rights of way that are affected by this article. Part 1 specifies the extent of the permanent stopping up, along with the substitute public rights of way that are to be created. The Schedule fixes terminus points for the substitute rights of way to be created; however, the exact alignment of the right of way between those points is to be agreed with the relevant authority. Part 2 sets out the new public rights of way which are being created as part of the Proposed Development.
Article 15	(Temporary stopping up of streets) provides for the temporary stopping up diversion or alteration of streets for the purpose of carrying out the authorised development subject to the consent of the relevant highway authority. It is included in the Order as it may be necessary for the undertaker to stop up streets temporarily during the construction period. The wording is based upon precedent in other Development Consent Orders e.g. The East Midlands Gateway Rail Freight Interchange and Highway Order 2016.
Article 16	(Accesses) authorises new means of access identified in Schedule 1 or as otherwise reasonably required. The agreement of the relevant highway authority or street authority is not required for the works listed in Schedule 1 but is required for any other alterations to accesses. Paragraph 3 provides for replacement to private means of access to be carried out (as detailed in Schedule 6 (Private means of access)) to enable the carrying out and use of the highway works. Paragraph 4 provides for closure of private means of access (as detailed in Schedule 6) to enable the carrying out and use of the highway works. Paragraph 5 refers to the provision of new private means of access. These are listed in Part 3 of Schedule 6.
Article 17	(Maintenance of highway works) is based on an article found in other DCOs, for example, The East Midlands Gateway Rail Freight Interchange and Highway

	Order 2016 and is included to effect adoption of the new or altered public highways in accordance with the relevant provisions in Schedule 16. The relevant authority responsible for maintenance is set out in Part 1 of Schedule 7.
Article 18	(Classification of roads) is based on articles found in other DCOs e.g. The East Midlands Gateway Rail Freight Interchange and Highway Order 2016 and is included to make provision for the classification of new, and re-classification of existing, highways within the Order limits.
Article 19	(Speed limits) is based upon articles in other DCOs, for example, the M1 Junction 10(a) (Grade Separation) Order 2013. It makes provision for the lengths of road identified in Schedule 8 (Speed limits) to be subject to new speed limits as set out in that schedule upon completion of the authorised development, as if such restrictions were imposed by an Order under the Road Traffic Regulation Act 1984. *Part 1 of Schedule 8 will be updated following further discussions with Highways England.* Paragraph 4 of this article makes it clear that the new speed limits set by the Order may be varied in the future by the relevant traffic authority, as they could have been had they been imposed under the Road Traffic Regulation Act 1984.
Article 20	(Clearways and no waiting) provides for Clearways and No Waiting areas along lengths of the new highway works as if such restrictions were imposed by a traffic regulation order under the Road Traffic Regulation Act 1984. The lengths of road affected are identified in Schedule 10 (Clearways and no waiting). Paragraph 7 makes it clear such restrictions may be revoked or varied as if they had been imposed by a traffic regulation order.
Article 21	(Motor vehicle restrictions) imposes restrictions on use of parts of the highway consequential upon the highway works as identified in Schedule 11 (Motor vehicle restrictions) as if such restrictions were imposed by a traffic regulation order under the Road Traffic Regulation Act 1984. This governs the use of the connection between the main site and Northampton Road and restricts use to buses and cyclists only to ensure HGV access is only from the A43. Paragraph 7 makes it clear such restrictions may be revoked or varied as if they had been imposed by a traffic regulation order.
Article 22	(Agreements with highway authorities) is included to allow the undertaker to enter into agreements with the relevant highway authority relating to the construction of a new highway, carrying out of works in the highway, stopping up, alteration or diversion of highways, maintenance of the structure of any bridge carrying a highway over or under a railway and landscaping. All of the highway works will be carried out in accordance with the powers within the Order and the relevant provisions of Schedule 16; however, this article is included in the Order as a precautionary measure in relation to any agreements that might be required with the Highway Authority. Such agreements may include agreeing the scope and scheduling of interrelated highway mitigation works being undertaken by the Applicant and Northampton Gateway. The provisions in article 22 may be necessary for the undertaker to permit the relevant highway authority to undertake certain works on behalf of the undertaker if it is considered beneficial to do so. For example, if the relevant highway authority is undertaking maintenance works within the area of the authorised works it could well be beneficial for them to undertake certain of the authorised works to minimise traffic management and disruption to the travelling public.
	PART 4 – SUPPLEMENTAL POWERS
Article 23	(Discharge of water) is required to allow for the drainage of the land within the

	Order limits in connection with the carrying out and maintenance of the development. Under the provisions of this article consent is required from the person who owns the relevant watercourse, public sewer or drain but such consent may not be unreasonably withheld. The drafting has been updated to refer to the Environmental Permitting (England and Wales) Regulations 2016.
Articles 24	(Authority to survey and investigate land) confers upon the undertaker a power to survey and investigate land, including the ability to make trial holes, to use and leave apparatus on the land in question and to enter onto land. The Article also makes provision in relation to the payment of compensation and the notice period that must be given to owners and occupiers of land ahead of any surveys. In addition, the purpose for which a survey or investigation might be carried out has been clarified to include purposes required by the assessment carried out in the Environmental Statement (Document 6.1) for the authorised project. The Article also sets out a deemed consent procedure for a highway authority or a street authority on the basis consent must not be unreasonably withheld and to ensure a lack of response by the relevant authority does not stall the Proposed Development.
	PART 5 – POWERS OF ACQUISITION
Article 25	(Compulsory acquisition of land) confers on the undertaker powers of compulsory acquisition of so much of the Order Land as is required for the authorised project or to facilitate it, or is incidental to it. The article provides broad powers. It is considered necessary to make it clear, in the main, operative provision that the majority of the Order Land is potentially subject to powers of compulsory acquisition. The Article broadly follows the Model Provisions and follows the approach taken in the East Anglia THREE Offshore Wind Farm Order 2017.
Article 26	(Time limit for exercise of authority to acquire land compulsorily) imposes a time limit of five years from the coming into force of the Order for the exercise of powers of compulsory acquisition of land. This follows the approach adopted in other recently consented Strategic Rail Freight Interchange orders, such as The East Midlands Gateway Rail Freight Interchange and Highway Order 2016.
Article 27	(Compulsory acquisition of land – incorporation of the mineral code) By incorporating the 'mineral code' this Article exempts the existing minerals under land being automatically acquired pursuant to the exercise of compulsory acquisition. It also addresses the situation where an owner wishes to work existing minerals and provides the undertaker with the ability to compensate the owner for any inability to do so as a result of the development.
Article 28	(Compulsory acquisition of rights) enables the undertaker to acquire rights over land, including new rights and existing rights if applicable. It also provides for the extinguishment or overriding of existing rights in land subject to the provisions of the Article. The Article is drafted so as to allow the undertaker flexibility to acquire new rights in the Order Land if appropriate rather than outright acquisition under Article 25 (Compulsory acquisition of land). This flexibility allows the undertaker, if it is possible so to do, to reduce the areas required for freehold acquisition and rely on new, permanent rights instead if this is appropriate. This flexibility is appropriate to allow for continued negotiations with owners of the Order Land. It broadly follows the Model Provisions and is a provision that is usual in Transport and Works Act Orders and hybrid bills. An example can be found in Article 19 of the Network Rail (Nuneaton North Chord Order) 2010 and Part 3 of Schedule 6 to the Crossrail Act 2008. It was also accepted in the East Anglia THREE Offshore Wind Farm Order 2017. The Article is subject to Schedule 12 (Land in which only new rights etc. may be

	acquired), and states that in the case of land scheduled in Column 1 of that Schedule, the new rights that may be acquired are limited to the new rights (and restrictive covenants where relevant) set out in Column 2 of the Schedule. Reference is also made to Schedule 13 (Modification of compensation and compulsory purchase enactments for creation of new rights) in the modifications of compulsory purchase legislation to apply appropriate provisions regarding material detriment etc. to the acquisition of new rights.
Article 29	(Private rights) applies to all private rights over land subject to compulsory acquisition under Article 25 (Compulsory acquisition of land) and Article 28 (Compulsory acquisition of rights). It provides that where land is compulsorily acquired, such private rights or restrictive covenants are suspended and unenforceable or (where the beneficiaries are notified by the undertaker), extinguished as far as their continuance would be inconsistent with the purpose for which temporary possession is taken for as long as the undertaker remains in lawful possession of the land. Reference to section 152 of the 2008 Act is included in paragraph (4) to confirm that compensation payable under this article is in accordance with the principles for the payment of compensation for injurious affection to land that would ordinarily apply to schemes where statutory authority is relied upon and a claim under section 10 of the Compulsory Purchase Act 1965 arises. Such claims instead arise under section 152 of the 2008 Act rather than section 10 of the Compulsory Purchase Act 1965 as a result of the contents of section 152 of the 2008 Act. Paragraphs 6 and 7 allow the undertaker to provide notice to the contrary to the provisions of the article, allowing the undertaker to confirm to the relevant owner of a dominant tenement that the rights that would by operation of this Article be suspended and unenforceable are not so suspended or unenforceable. The Article follows the Model Provisions and was included in the East Anglia THREE Offshore Wind Farm Order 2017.
Article 30	(Application of the Compulsory Purchase (Vesting Declarations) Act 1981) provides for the Order to apply as if it were a compulsory purchase order for the purposes of the Compulsory Purchase (Vesting Declarations) Act 1981 and provides for that Act to have effect subject to certain modifications. It gives the undertaker the option to acquire land by this method rather than through the notice to treat procedure. This article is based on the Model Provisions and has been updated to reflect the changes brought about by the Housing and Planning Act 2016. It follows the approach taken on the East Anglia THREE Offshore Wind Farm Order 2017. In addition the article also reflects recent amendments to the Compulsory Purchase (Vesting Declarations) Act 1981, and provides that where the making of the Order is subject to a statutory challenge, the deadline for the exercise of compulsory acquisition powers under the Compulsory Purchase (Vesting Declarations) Act 1981 is increased by a period equivalent to the period beginning with the day the application is made, and ending on the day it is withdrawn or finally determined (or if shorter, one year).
Article 31	(Application of Part 1 of the Compulsory Purchase Act 1965) applies Part 1 of the Compulsory Purchase Act 1965 to the Order with certain modifications in relation to section 125 of the 2008 Act. This provision reflects changes introduced by the Housing and Planning Act 2016. Paragraphs (1) to (3) amend the provisions of the Compulsory Purchase Act 1965 so that they are consistent with the terms of the Order and paragraph (4) makes it clear that the notice periods introduced by the Housing and Planning Act 2016 do not apply to the temporary possession or use of land under articles 34 or 35 of the Order. Whilst this is not a Model Provision, there are precedents for this in, for example, the High Speed Rail (London – West Midlands) Act 2017. This approach is also followed in The Wrexham Gas Fired Generating Station Order 2017. In addition, the Article also reflects recent amendments to the Compulsory Purchase Act 1965 providing that where the making of the draft Order is subject to a statutory challenge, the

	deadline for the exercise of compulsory acquisition powers under the Compulsory Purchase Act 1965 is increased by a period equivalent to the period beginning with the day the application is made, and ending on the day it is withdrawn or finally determined (or if shorter, one year). This article also clarifies, by applying an amendment for the purposes of the draft Order to Schedule 2A of the Compulsory Purchase Act 1965, that the counter-notice provisions in that schedule that are available to landowners where part only of land is acquired compulsorily do not apply where the land has only been taken possession of under the temporary possession powers set out in article 34 or article 35.
Article 32	(Acquisition of subsoil only) authorises the undertaker to acquire the subsoil in any Order land without acquiring the whole of that land. In certain cases it may be necessary only to acquire a stratum of land below the surface and in the absence of this article the undertaker would be obliged to acquire the whole interest in the land. This is a Model Provision and there are precedents for this in, for example, the Glasgow Airport Rail Link Act 2007.
Article 33	(Rights under or over streets) reflects model provision 27 and provides that the undertaker may use a street within the Order limits for the authorised project without being required to acquire any part of the street or any easement or right in the street. Provision is made for the payment of compensation to an owner or occupier of land where their interest in land is not acquired and who suffers loss as a result. The Article follows the Model Provisions and the approach taken in the East Anglia THREE Offshore Wind Farm Order 2017.
Article 34	(Temporary use of land for carrying out the authorised project) will allow the undertaker to take temporary possession of the land included in Schedule 11 (Land of which temporary possession may be taken). Additionally to the model provisions, the Article also provides for other Order Land in respect of which notice of entry has not yet been served under Section 11 of the Compulsory Purchase Act 1965 and no vesting declaration has been made under the Compulsory Purchase (Vesting Declarations) Act 1981 to be taken possession of and used, temporarily, for certain specified purposes, save for plots identified for freehold compulsory acquisition. It also allows for new rights in land to be acquired compulsorily after temporary possession has been taken; and for permanent works to be constructed whilst temporary possession notices are in place but before permanent rights have been acquired. This broadly follows the Model Provisions but has been modified in line with a number of recent DCOs, including the East Anglia THREE Offshore Wind Farm Order 2017, and allows greater flexibility in the event that, following further design work, it is either decided by the undertaker or agreed with the relevant landowner that temporary occupation rather than permanent acquisition is appropriate. A benefit of structuring the Order powers in this way is also to limit the amount of land that need be ultimately acquired, or over which new rights are acquired, from landowners. As works may be constructed prior to permanent acquisition of land, permanent land interests can be acquired for the scheme "as built", with no need to account for uncertainties in as-built construction in terms of land acquired. Article 34 provides that powers to take possession of land temporarily, if land is specified in Schedule 11 (Land of which temporary possession may be taken), may be used only for the specific purposes set out in column 3 of Schedule 11. For plots that are scheduled for temporary possession, Article 34(9)(a) excludes freehold compulsory acquisition, but still permits the acquisition of permanent rights under Article 28 (as set out in Schedule 12). In this way, the power in Article 34 is further limited. Article 34(9)(b) permits the acquisition of subsoil rights in any of the land subject

	to Article 32. This provision could potentially allow the undertaker to acquire additional rights to those set out in Schedule 5, in case a need for a subsoil right becomes apparent that is currently unforeseen. The Article is based on the Model Provisions but has been modified. This provision was accepted in the East Anglia THREE Offshore Wind Farm Order 2017, and is commonly used on Transport and Works Orders. A similar provision was included in the Network Rail (Ordsall Chord) Order 2015. The power to temporarily possess "any other Order land" (in respect of which notice of entry has not yet been served under Section 11 of the Compulsory Purchase Act 1965 and no vesting declaration has been made under the Compulsory Purchase (Vesting Declarations) Act 1981), in addition to the land specified in Schedule 11, is unlikely to be exercised for the Project. The Article clarifies that unless permanent interests have been acquired in any land that the undertaker has taken temporary possession of, the undertaker must remove any temporary works and restore the land to the reasonable satisfaction of the owners of the land, but is not required to remove certain works such as drainage works or road surfacing. In all cases where powers of temporary possession are exercised, compensation must be paid to the landowner and any occupiers for loss or damage arising from their exercise where claimed.
Article 35	(Temporary use of land for maintaining authorised project) provides that the undertaker may take temporary possession of land within the Order limits required for the purpose of maintaining the authorised project, and to construct such temporary works as may be reasonably necessary for that purpose for a period of five years from the date on which that part of the authorised development is first used. Provision is made for notice and compensation. This power does not apply with respect to houses, gardens or any other buildings for the time being occupied. Provision is also made for taking temporary possession without notice, or at a shorter notice than is usually permitted in an emergency. This is based on, but modifies, the Model Provisions but does follow the approach taken on The East Anglia THREE Offshore Wind Farm Order 2017.
Article 36	(Statutory undertakers) authorises the undertaker to acquire land and new rights in land belonging to statutory undertakers as shown on the land plans within the limits of the land to be acquired or used and described in the book of reference. This is a Model Provision which has been modified in accordance with the approach taken on a number of DCOs including The East Anglia THREE Offshore Wind Farm Order 2017.
Article 37	(Recovery of costs of new connections) provides for compensation to owners or occupiers of property where apparatus is removed in accordance with Article 36 (Statutory undertakers). This is a Model Provision and has been included on a number of DCOs including The East Anglia THREE Offshore Wind Farm Order 2017.
Article 38	(Guarantees in respect of payment of compensation) is included to ensure that in the event that the benefit of the Order is transferred to a party other than Gazeley, a statutory undertaker, or a relevant highway authority, that party (the new undertaker) must secure a guarantee or alternative form of security in respect of any liabilities arising from the exercise of compulsory acquisition powers before it exercises any of the compulsory acquisition powers set out in Part 5 of the Order. This is to ensure that land cannot be acquired compulsorily unless and until the transferee of the Applicant's powers under the Order can demonstrate there is satisfactory funding in place. This applies to any transfer under Article 8 for which the consent of the Secretary

	of State is not required. A transferee of the benefit of the Order is likewise not required to put in place a new guarantee of alternative form of security if the time limit for any and all compensation claims under the compulsory purchase compensation code has lapsed, or all claims have been settled or withdrawn.
	PART 6 – MISCELLEANEOUS AND GENERAL
Article 39	(Operation and use of railways) is included because part of the authorised development comprises the provision of a railway. This article allows for the carriage of goods only as the authorised development will not be used for the transport of passengers.
Article 40	(Operational land for the purposes of the 1990 Act) declares that land within the Order limits utilised for the highway works shall be treated as operational land of a statutory undertaker for the purposes of Section 264 of the Town and Country Planning Act 1990.
Article 41	(Charges) is included to allow the undertaker to impose charges for the carrying of goods on the railway, or for other services or facilities connected to its operation. This provision is based on a model provision and was included in both the Daventry International Rail Freight Interchange Alteration Order 2014 and the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.
Article 42	(Application of landlord and tenant law) overrides the application of landlord and tenant law in so far as it may prejudice the operation of any agreement for leasing the whole or part of the authorised development or the right to operate the same and any agreement for the construction, maintenance, use or operation of the authorised development or any part of it entered into by the undertaker. This has been included in several DCOs including The Hinkley Point C (New Nuclear Generating Station) Order 2013 and The Wrexham Gas Fired Generating Station Order 2017.
Article 43	(Felling or lopping of trees and removal of hedgerows) is included to enable the undertaker to fell or lop any tree or shrub near the authorised development, or cut back its roots, where it believes that it is necessary to prevent the tree or shrub from interfering with the authorised development, but subject to some exceptions. It also permits the removal of any hedgerows and important hedgerows specified in Schedule 14 (hedgerows). The article makes provision for compensation to be payable for any loss or damage arising from the lopping or felling of trees, shrubs or hedgerows.
Article 44	(Protection of interests) gives effect to the protective provisions which are in Schedule 16.
Article 45	(Certification of plans etc.) Requires certain plans and documents referred to in the Order to be submitted, as soon as practicable following the making of the Order, to the decision maker to be certified as a true copy. This is a usual provision and is based upon the model provisions.
Article 46	(Service of notices) is included to ensure certainty regarding the procedure for service of any notice required by the Order, for example, under article 24 (Authority to survey and investigate the land).

Article 47	(Arbitration) The draft Hornsea Three Offshore Wind Farm Order has included an arbitration article, which provides for an arbitration process. The Applicant agrees that this approach will provide greater certainty to all parties involved in the process and is preferential to the approach adopted in the model provisions. The article provides that differences under the Order should be settled by arbitration unless another means of resolving a dispute is provided for in the Order. The arbitrator will be appointed by the parties within 14 days of receipt of a notice of arbitration or failing agreement within this time period then by the Secretary of State following application by one of the parties. If the Secretary of State fails to make an appointment within 14 days of referral the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator. Where the referral to arbitration relates to a difference with the Secretary of State and the parties cannot agree an arbitrator then either party may refer the matters to the Centre for Effective Dispute Resolution for appointment of an arbitrator. It applies Schedule 15 (arbitration) of the Order which sets out further detail of the arbitration process. The details of Schedule 15 are set out within this Explanatory Memorandum, below.
Article 48	(Governance of requirements and amendments to approved details) seeks to address the tension between a desire to maintain flexibility on details to be approved pursuant to requirements (and in the case of the highway works, protective provisions) and the need to ensure that any details approved do not take the development outside the scope of the authorised development or beyond the scope of what has been environmentally assessed. It is consistent with the approach adopted in the East Midlands Gateway Rail Freight Interchange and Highway Order 2016. As explained in paragraphs 6.4 to 6.7 of this Explanatory Memorandum, the form of development authorised by the Order is limited to that which is consistent with limits of deviation referred to in article 5 (including the parameters plans). This is now reflected in article 48. The original paragraph (1) of the article has been split into two. Paragraph (1) now, for the avoidance of doubt, makes it clear that all initial approvals under the requirements and protective provisions at Schedule 16 may be amended with the consent of the relevant planning or highway authority. Paragraph (2) then follows the advice in Advice Note 15: Drafting Development Consent Orders and makes it clear that approvals may subsequently be amended but any changes to approved details must not stray outside the parameters of what has been assessed. The approaches taken to the governance of approval of details and subsequent amendments vary considerably in approved Orders. The approach of article 48, whilst not identical, is consistent with the approaches taken in requirement 34 of The White Moss Landfill Order 2015, S1 2015 No.1317 and requirement 35 of The Norfolk County Council (Norwich Northern Distributor Road (A1067 to A47(T))) Order 2015, SI 2015 No.1347. It is felt preferable that an overarching provision such as that contained in article 48 should be within an article rather than in the requirements, because the paragraph covers all approval mechanisms and not just the requirements in Schedule 2. It is very important that the flexibility that is allowed for is retained. If no provision is made for details to be approved subsequently and varied (within the constraints referred to) then this development will be substantially disadvantaged in comparison to other large scale distribution sites. For example, sites with the benefit of an outline planning permission with the advantage of the Rochdale Envelope approach can make several reserved matters applications if necessary. Similar wording was incorporated into the East Midlands Gateway Rail Freight

	Interchange and Highway Order 2016. In large multi occupier sites it is not at all unusual for several reserved matters applications (within the scope of the relevant environmental statement and design and access statement) to be made on a single plot for different potential occupiers, before an agreement with a particular occupier is concluded and construction on that plot commences. To take away this flexibility, which is universally available at other sites, will put the authorised development at a significant commercial disadvantage.
Article 49	(Crown Rights) protects the Crown's position in relation to its own estates, rights, powers, privileges, authorities and exemptions. The Crown's written consent is required where any land, hereditaments or rights of the Crown are to be taken, used, entered or interfered with as a result of granting of the Order, although there is no conditionality in respect of third party interests in Crown land. This article reflects recent Orders.
Article 50	(Procedure in relation to certain approvals etc.) provides a mechanism for securing any consent or approval from a consenting body required by the provisions of the draft Order. It applies Schedule 17 (Procedure for discharge of Requirements), which sets out the procedure for the discharge of requirements contained in Schedule 2. A similar approach was followed on the Hinkley Point C (Nuclear Generating Station) Order 2013 and is appropriate as it reflects the position for discharge of certain planning conditions under the Town and Country Planning (Development Management Procedure) (England) Order 2015.
Article 51	(Trees subject to tree preservation orders) enables the undertaker to fell or lop the roots of any tree which is subject to a tree preservation order to prevent it obstructing or interfering with the construction, maintenance or operation of the authorised project. Compensation is payable if loss or damage is caused. The Article is a Model Provision save that it applies generally to any tree subject to a tree preservation order made before and after the date of the Order coming into effect and either within or overhanging the Order limits. The approach follows that taken on the Hornsea Project Two Offshore Wind Farm Order 2016.

12. SCHEDULES

Schedule 1	**Authorised development** This schedule specifies the authorised development comprising the scheduled works. This is detailed in section 5 of this Explanatory Memorandum.
Schedule 2	**Requirements**
	This schedule sets out the requirements the undertaker must comply with in respect of the authorised development. The requirements draw from the drafting of conditions in planning permissions for similar schemes and the approved Daventry International Rail Freight Interchange Alteration Order 2014 and East Midlands Gateway Rail Freight Interchange and Highway Order 2016 as well as the draft Northampton Gateway Rail Freight Interchange Order. The requirements secure the adaptive mitigation set out in the mitigation table within the Environmental Statement (Document 6.1) and the detailed design of the Proposed Development, which has not yet been finalised.
Requirement 2 Time Limit	Specifies the time limit for commencing the authorised development as 5 years from the date of the Order, as provided for in Regulation 3 of the Infrastructure

	Planning (Miscellaneous Prescribed Provisions) Regulations 2010.
Requirement 3 Phases of development	Sets out that no phase of development within the Main Site can commence until a written scheme setting out the phases for construction of the Main Site has been approved by the relevant planning authority. The phasing scheme must accord with the outline phasing proposals in chapter 5 of the Environmental Statement which are set out in more detail at paragraph 8 of this explanatory memorandum. The Applicant is unable to prepare a detailed phasing plan at this stage in the process, therefore this requirement secures phasing for the Main Site works prior to development commencing. However, minor pre-commencement works are permitted prior to the requirement being discharged as the phasing does not need to be confirmed for this initial work to be carried out. This requirement also secures the delivery of a rail terminal capable of handling at least four goods trains per day before any of the warehousing may be occupied. This ensures the authorised development satisfies s26(4) of the Planning Act 2008 before it becomes operational. It also prohibits the commencement of Work No. 3 (the express freight dock platform and railway from West Coast Main Line) without approval from Network Rail. Although the Applicant intends to deliver the express freight dock platform as soon as possible, the timing of its delivery must be approved by Network Rail; this is to ensure there is minimal impact on the wider rail network.
Requirement 4 Detailed design	Requires the approval of the detailed designs for a phase of the Main Site by the relevant planning authority before development can commence on that particular phase. The detailed designs for the Main Site works must be in accordance with the Design and Access Statement, the Green Infrastructure Plan, the Parameters Plan, the CoCP, the outline CEMP and the Works Plans.
Requirement 5 Design and phasing of highway works	The highway works are to be carried out in accordance with the provisions in Part 2 and Part 3 of Schedule 16 (protection provisions) and the details submitted to and approved by the relevant highway authority. These details must accord with the highway works components plans (Document 2.27 and 2.29 to 2.43) or the regulation 6(2) plans (Document 2.28) as appropriate The Applicant can guarantee the delivery of four of the highway works prior to first occupation of the Main Site, and intends to deliver a further two sets of highway works prior to occupation, but requires some flexibility in case there are external factors which delay the delivery of these two additional sets of highway works. Therefore, this requirement secures the delivery of: • Work No. 10 • Work No. 14 • Work No. 18; and • Work No. 19 prior to the occupation of the Main Site. Work Nos. 20 and 21 must also be delivered prior to occupation **unless** the availability of road space bookings, technical approval of design and specification or any other events beyond the control of the undertaker cause a delay. In the event there is a delay, the undertaker must deliver Work Nos. 20 and 21 following first occupation of the Main Site, but must deliver them within 2 years of first occupation of the Main Site. Requirement 5(6) requires the undertaker to use reasonable endeavours to deliver the remaining five highway works (Work Nos.17 and 22-26) in accordance with the timings set out in the table.

	The table in requirement 4 will be updated following further discussions with the highway authority. It is considered that the removing of "reasonable endeavours" will be desirable if the sequencing of the remaining highway works are fully agreed.
Requirement 6 Code of Construction Practice	Secures compliance with the certified CoCP for the duration of the construction works.
Requirement 7 Construction and Operational Environmental Management Plan: Construction Works	Secures a detailed Construction and Operational Environmental Management Plan (detailed **CEMP**) for each phase of the project. A phase may not commence until a detailed CEMP, which accords with the outline CEMP and the CoCP, for that phase has been approved by either the relevant planning authority or relevant highway authority. The detailed CEMP must set out the details for managing construction and must include the following plans: • a soil resources management plan; • a materials management plan; • a pollution prevention method statement, which must include a pollution incident response handbook; • a geotechnical design report and specification including earthworks specifications; • a construction noise and vibration management plan; • a construction lighting management plan; • a site waste management plan for construction; and • where relevant measures to control the interaction between the delivery of Work No. 10 and the improvement works to Junction 15A of the M1 proposed as part of the Northampton Gateway development. All works must be carried out in accordance with the detailed CEMP and it must be reviewed and updated to ensure there are no unacceptable impacts arising from the construction works.
Requirement 8 Construction and Operational Environmental Management Plan: Operation	Secures the delivery of the operational plans, to be prepared in accordance with the outline CEMP, prior to first occupation of the Main Site: • an operational detailed design lighting plan and illumination impact profile which must include details of any lighting on any gantry cranes included in that phase; • an operational noise and vibration management plan; and • a site waste management plan for operation.
Requirement 9 Air Quality	Secures the delivery of an Air Quality and Dust Management Plan (prepared in accordance with the principles in the outline CEMP), and if required by the relevant planning authority a Construction Air Quality Monitoring Plan prior to development commencing. An Operational Air Quality Monitoring Plan must be approved prior to first occupation, unless the relevant planning authority confirm one is not required. Minor pre-commencement works are permitted prior to requirement 9(2) being discharged.

Requirement 10 Public Rights of Way	Secures compliance with the public rights of way strategy, which specifically deals with the interaction between the authorised development and Northampton Gateway.
Requirement 11 Maintenance of landscaping	Secures the approval and implementation of a 15 year landscape management and maintenance plan for each phase within the Main Site. That phase may not commence until a scheme for that phase has been submitted and approved by the relevant planning authority. The scheme must be implemented as approved. Minor pre-commencement works are permitted prior to the requirement being discharged.
Requirement 12 Ecological Creation and Habitat Management Plan	Secures a detailed ecological creation and habitat management plan for each phase of the Main Site. That phase may not commence until a plan for that phase has been submitted and approved by the relevant planning authority. The plan must be implemented as approved. Minor pre-commencement works are permitted prior to the requirement being discharged.
Requirement 13 Habitat Creation	Secures an ecological creation and habitat management plan for Work No. 13 (landscaping and habitat creation). The plan must be submitted and approved by the relevant planning authority and certain initial mitigation works set out in the requirement must be delivered prior to any development on the Main Site. This is to ensure appropriate mitigation is in place before site clearance or any other works on the Main Site begin. In addition it secures the production of a 15 year landscape management and maintenance plan for Work No. 13 within a year of development commencing.
Requirement 14 Archaeology	In relation to the Main Site, a written scheme of archaeological investigation has already been prepared and this must be complied with during construction. For Work Nos. 10 and 20, no phase may commence until archaeological investigation has been carried out and a written scheme of archaeological investigation has been approved by the relevant planning authority. Minor pre-commencement works may be carried out in advance of this requirement being discharged as site clearance and investigations need to be carried out in order to discharge this requirement. Any archaeological works must be carried out in accordance with the approved scheme to ensure any harm to potential archaeological assets of value is mitigated. As all other highway works are being carried out within the limits of the existing highway, a written scheme of archaeological investigation is not required.
Requirement 15 Building sustainability	Sets a minimum requirement of a BREEAM 2014 “Excellent” rating for each warehouse to be constructed as part of the authorised development. It also secures the delivery of an updated sustainability appraisal every two years from the date development commences for a period of 10 years (the construction period for the project assessed in the Environmental Statement) to the relevant planning authority. This is to ensure the undertaker is keeping up to date with sustainability initiatives and maintaining high standards. Requirement 15(5) secures a whole life carbon assessment for each phase of the Main Site. This must be submitted and approved by the relevant planning

	authority for each phase prior to the commencement of that phase on the Main Site, but minor pre-commencement works are permitted prior to the requirement being discharged. Requirement 15(6) secures an energy strategy for each phase of the Main Site. This must be submitted and approved by the relevant planning authority for each phase prior to first occupation of that phase on the Main Site.
Requirement 16 Watercourse realignment	Secures a watercourse realignment plan for Work No. 12A. The plan must be approved prior to commencement of development within Work No. 12A and implemented as approved. Minor pre-commencement works are permitted prior to the requirement being discharged.
Requirement 17 Surface water drainage	Secures a surface water drainage strategy for each phase of the authorised development. The scheme must be approved prior to commencement of development within that phase and implemented as approved. Minor pre-commencement works are permitted prior to the requirement being discharged.
Requirement 18 Foul water drainage	Secures a foul water drainage strategy for each phase within the Main Site. The undertaker must prepare an outline foul water drainage strategy in consultation with the relevant sewerage undertaker and this must be approved by the relevant sewerage undertaker prior to development commencing within a phase of the Main Site. Minor pre-commencement works are permitted prior to the requirement being discharged.
Requirement 19 Sustainable transport	Secures the establishment of a Transport Review Group (**TRG**). This group must monitor compliance with the Framework Travel Plan, Construction Traffic Management Plan and Operational Traffic Management Plan at all times from the date development commences. The undertaker may also agree with the TRG to vary the Framework Travel Plan, Construction Traffic Management Plan and Operational Traffic Management Plan from time to time.
Requirement 20 Construction traffic management plan	Secures the production of a detailed construction traffic management plan for each phase of the authorised development which must be approved by the relevant planning authority prior to development of that phase commencing. This must be in accordance with the principles in the outline construction traffic management plan and the CoCP and must be implemented as approved. Minor pre-commencement works are permitted prior to the requirement being discharged.
Requirement 21 Operational traffic management plan	Requires an operational traffic management plan for each phase of the Main Site to be submitted to and approved by the relevant planning authority prior to occupation of each phase of the Main Site, the plan must accord with the framework operational traffic management plan and be implemented as approved.
Requirement 22 Contamination risk	Secures the production of a detailed remediation method statement for each phase of the authorised development which must be approved by the relevant planning authority prior to development of that phase commencing. This must accord with the outline remediation method statement in the Environmental Statement (Document 6.1) and outline CEMP. No minor pre-commencement works may take place until the requirement has

	been discharged to ensure all risks of contamination are mitigated.
Requirement 23 Construction hours	Restricts construction hours for the authorised development on specified days, with no work permitted on Sundays or bank holidays. There are exceptions for certain types of work including pre-planned highway or rail infrastructure work with prior notification, archaeological investigations, landscaping works and any non-intrusive internal fit-out, emergency works and works which do not cause noise audible outside the Order limits.
Requirement 24 Passenger station	Requires the undertaker to keep the delivery of a passenger station within the main site under review. It must submit a review to Network Rail every two years following first occupation of the main site summarising the feasibility of a passenger station. If it is considered feasible, it must, subject to the approval of Network Rail, use reasonable endeavours to deliver a passenger station.
Requirement 25 Health facility	Secures the detail for the health facility, which is to be delivered as part of Work No.11 (the lorry park). The detailed design and operational details of the health facility must be approved by the nominated health service before development of Work No. 11 may commence.
Requirement 26 Lorry Park	Secures a management plan for the lorry park's operation. This must be approved before work commences in relation to Work No.11 (the lorry park). The lorry park must be retained for the duration of the use of the Main Site (this is to ensure HGVs have space to park on site to avoid off-site parking on roads and lay-bys in the vicinity of the Main Site) and must be operated in accordance with the management plan.
Requirement 27 Design and phasing of rail connection works	Works connecting railway infrastructure on the Main Site into apparatus owned and operated by Network Rail are to be carried out in accordance with details submitted to and approved by Network Rail. These details must accord with the provisions in Part 1 of Schedule 16 (protection provisions). The details submitted to Network Rail for approval must also be in general accordance with the illustrative rail interchange drawings (Documents 2.20 to 2.24).
Schedule 3	**Streets subject to street works**
	This schedule lists the streets which are to be subject to the street works pursuant to article 12 (streets subject to street works).
Schedule 4	**Streets to be permanently stopped up**
	This schedule lists the streets which are to be stopped up pursuant to article 12 (street works). Part 1 lists the streets for which replacements are being provided and Part 2 lists the one street for which no replacement is being provided with reference to the Street Works Plans (Document 2.7).
Schedule 5	**Public rights of way to be stopped up**
	Part 1 – Public rights of way to be permanently stopped up for which a substitute is to be provided This Part details the public rights of way which are to be stopped up pursuant to article 14 (stopping up and diversion of public rights of way) and the substitute public right of way to be provided with reference to the plan showing public rights of way to be stopped up. Part 2 – New public rights of way to be created

	This Part details the new public rights of way to be created pursuant to article 14 (stopping up and diversion of public rights of way) with reference to the Plans showing Public Rights of Way to be Stopped Up (Document 2.6)
Schedule 6	**Private means of access**
	Part 1 – Private means of access to be replaced This Part details the private accesses to be stopped up and replaced pursuant to article 16 (accesses) with reference to the Private Means of Access Plan (Document 2.17). Part 2 – Private means of access to be closed for which no substitute is to be removed This Part details the private accesses to be stopped up pursuant to article 16 (accesses) with reference to the Private Means of Access Plan (Document 2.17). Part 3 – New private means of access created This Part details the new private accesses to be created pursuant to article 16 (accesses) with reference to the Private Means of Access Plan (Document 2.17).
Schedule 7	**Classification of roads**
	This Part sets out the classification of the new and diverted roads within the Order limits with reference to the Highways Classification Plans (Document 2.8).
Schedule 8	**Speed Limits**
	This Schedule sets out the new speed limits which will apply following the completion of the works with reference to the Speed Limits Plans (Document 2.18).
Schedule 9	**Clearways and no waiting**
	Part 1 – Clearways This Part describes the lengths of road to be subject to a new order for clearways. Part 2 – No waiting at any time This Part describes the lengths of road to be subject to a new order prohibiting waiting at any time with reference to the Traffic Regulation Order Plans (Documents 2.27 and 2.28).
Schedule 10	**Motor vehicle restrictions**
	Part 1 – Motor vehicle access only restrictions This Part details the access which is to be restricted to use by emergency vehicles only pursuant to article 21 (motor vehicle restrictions) with reference to the Access to Works Plan (Document 2.5). Part 2 – Buses and cyclists only This Part details the access which is to be restricted to use by buses and cyclists only pursuant to article 21 (motor vehicle restrictions) with reference to the Access to Works Plan (Document 2.5).
Schedule 11	**Land of which temporary possession may be taken**
	This Schedule sets out the land of which temporary possession may be taken pursuant to article 34 (temporary use of land for carrying out the authorised

	project).
Schedule 12	**Land in which only new rights etc may be required**
	This Schedule lists the parcels of land over which only new rights may be created.
Schedule 13	**Modification of compensation and compulsory purchase enactments for creation of new rights**
	This Schedule modifies provisions for compensation following the creation of new rights.
Schedule 14	**Hedgerows**
	This Schedule details the hedgerows within the Order limits which may be removed pursuant to article 43 (felling or lopping of trees and removal of hedgerows).
Schedule 15	**Arbitration rules**
	This Schedule details the arbitration rules which must be followed if article 47 (arbitration) is engaged. As explained in relation to article 47 the Undertaker is seeking to secure an arbitration procedure through the draft Order. This approach has been proposed in the draft Hornsea Project Three Offshore Wind Farm Order, and it is recommended as a good practice point in the PINS advice Note 15: Drafting Development Consent Orders. The intention is to achieve a fair, impartial and binding award on substantive differences between the parties (with the exception of costs). Further, the objective is to achieve determination within 4 months from the date the arbitrator is first appointed to ensure that any disputes are resolved quickly. In the context of the pressing need for new infrastructure identified in the National Policy Statements, it is considered desirable that any disputes are resolved promptly to enable delivery of the Proposed Development as timely as possible. This schedule refers to the person who commenced the arbitration as the Claimant and the other party as the Respondent. The timetable for the process is as follows: • Within 14 days of the Arbitrator being appointed the Claimant shall serve on the Respondent and the Arbitrator a statement of case and all supporting evidence to support the claim. • Within 14 days of receipt of the Claimant's statement of case and supporting evidence the Respondent will serve a statement of defence and all supporting evidence to support its defence, together with any objections to the Claimant's documentation. • Within 7 days of receipt of the Respondent's documentation the Claimant may make a Statement of Reply. The costs of the arbitration will be awarded by the arbitrator and the principle that costs will follow the event will be adopted. Costs will include the arbitrator's costs together with the reasonable legal fees and other costs incurred by the other party.
Schedule 16	**Protective provisions**
	This Schedule includes provisions to protect the interests of various bodies whose assets may be affected by the proposed development. These will

	comprise: **Network Rail** The protective provisions included in the draft Order are based on Network Rail's standard provisions with some minor amendments. As explained in the Statement of Reasons (Document 4.1), and confirmed in the protective provisions (paragraph 4(1)) the Applicant is not seeking compulsory acquisition of land owned by Network Rail. *The protective provisions have been sent to Network Rail and are currently being negotiated and agreed with them.* **Highways England** The provisions of Part 2 (and 3 – see below) of this Schedule contain protective provisions to protect the interests of the highway authorities, being Highways England and Northamptonshire County Council. These provisions govern the carrying out of the highway works and obviate the need for any further agreements, such as agreements pursuant to s.38 and s.278 of the Highways Act 1980 which would be the usual manner of governing highway works. *These Part 2 provisions have been sent to Highways England and are currently subject to negotiation.* **Northamptonshire County Council as highway authority** *Comments are awaited from the County Council on the latest version included in the draft Order as sent to them for review.* **Canal and River Trust** *Comments are awaited from the Canal and River Trust on the latest version included in the draft Order.* **Anglian Water** These protective provisions are agreed with Anglian Water. **Cadent Gas** *Comments are awaited from Cadent Gas on the latest version included in the draft Order as sent to them for review.* **Western Power Distribution** *Comments are awaited from Western Power Distribution on the latest version included in the draft Order as sent to them for review.* **Electronic Communications Code Network** These provisions are based on provisions for such operators, used in other Orders. *They are the subject of current discussions with operators in respect of the extent to which existing apparatus on the Main Site may be affected by the Proposed Development.*
Schedule 17	**Procedure for discharge of Requirements**
	This Schedule sets out the process to be followed in relation to applications made to a discharging authority for any agreement or approval required by a requirement in the draft Order.

APPENDIX 1

Article in draft Order	Identical to Model Provision?	Precedence in other DCOs	Differences from model provisions	Rationale
1. Citation and commencement	Yes			
2. Interpretation	Yes – model provision 1			The draft Order includes all of the definitions included in model provision (1), plus those relevant to the Proposed Development.
3. Development consent etc. granted by the Order	Yes – model provision 2			
4. Power to construct and maintain authorised project	No	Yes – the Thanet Extension Offshore Wind Farm draft Order	This article is based partially on the model provision (3) and partially on the Thanet Extension Offshore Wind Farm draft Order	In addition to the model provisions, the words "use" and "operate" have been included. It was considered prudent, and more robust, to allow the undertaker to operate and utilise the project for its constructed purpose, as "maintenance" carries with it a separately defined meaning with the Order.
5. Parameters of authorised development	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on the model provision and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	As the detailed design of the Proposed Development is not finalised, this allows flexibility, but limits development to the parameters set out in the parameters plan. It also permits small vertical

				deviations for the highway works and the main site to allow an element of flexibility.
6. Authorisation of use	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on the model provision and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article authorises the operation and use of the Main Site and ensures that the concept of ancillary uses applies to the warehousing built as part of the authorised development as it would had the warehousing been built pursuant to a planning permission. It ensures that occupiers of the warehousing can be authorised to operate and use the strategic rail freight interchange. This follows the East Midlands Gateway Rail Freight Interchange and Highway Order 2016 and the Daventry International Rail Freight Interchange Alteration Order 2014.
7. Benefit of the Order	No	Yes – the Tees Combined Cycle Power Plant draft Order	This article is drafted partially on model provisions (4) and partially based on the Tees Combined Cycle Power Plant draft Order 201x.	The article confirms the benefit of the Order lies with the undertaker subject to Article 8.
8. Consent to transfer the benefit of the Order	No	Yes – the Tees Combined Cycle Power Plant draft Order	This article is partially based on the Tees Combined Cycle Power Plant draft Order 201x.	This article ensures the benefit of the Order cannot be transferred without consent from the Secretary of State. However, the consent of the Secretary of State will not be required for any transfer of the benefit of the Order from Ashfield to Gazeley (or to a statutory undertaker or a relevant highway authority). This is because Gazeley has provided in the Funding Statement that is has access to sufficient funding to meet all of the liabilities of the Project,

				including all land acquisition costs.
9. Application and modification of legislative provisions	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on the model provision (7) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article seeks, as permitted by section 120(5) of the 2008 Act, to incorporate and modify legislative provisions which are necessary for carrying out the Proposed Development.
10. Defence to proceedings in respect of statutory nuisance	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on the model provision (7) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article is very similar to the model provision. It provides a defence in the circumstances specified to proceedings brought in relation to nuisance caused by noise, dust, steam, smell or other effluvia, or artificial light emitted by the Proposed Development.
11. Power to alter layout, etc., of streets	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article provides the undertaker with the power to alter the layout of the street works on the main site, but this does require the consent of the local highway authority
12. Street works	No	Yes – the National Grid (Hinkley Point C Connection Project) Order 2016 and the National Grid (Richborough Connection Project) Order 2018	This article is drafted partially based on model provision (8) and partially based on the National Grid (Hinkley Point C Connection Project) Order 2016 and the National Grid (Richborough Connection Project) Order 2018.	The undertaker needs the power to undertake street works within the specified streets without having to obtain a separate licence from the street authority. The powers conferred by this Article also extend beyond the land within the Order limits, subject to approval of the relevant street authority.
13. Permanent stopping up of streets	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on model provision (9) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	The drafting of this article largely reflects that of the model provisions. The streets that are to be permanently stopped up are included in Schedule 4.
14. Stopping up and	No	Yes – the East Midlands Gateway Rail Freight	This article is based on the East Midlands Gateway Rail Freight	This article allows for the creation, diversion and stopping up of rights of

diversion of public rights of way		Interchange and Highway Order 2016	Interchange and Highway Order 2016.	way affecting land within the draft Order limits to allow delivery of the Proposed Development.
15. Temporary stopping up of streets	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based partially on model provision (11) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article permits the temporary stopping up of streets where necessary to facilitate the delivery of the Proposed Development.
16. Accesses	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on model provision (12) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article is included to allow for modification of the access, or other means of access to be provided. This is subject to prior agreement with the relevant highway authority.
17. Maintenance of highway works	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article effects adoption of the new or altered public highways in accordance with the provisions in Schedule 17.
18. Classification of roads	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article based on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article applies the appropriate classifications to roads constructed as part of the Proposed Development.
19. Speed limits	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article applies the appropriate speed limits to roads constructed or altered as part of the Proposed Development.
20. Clearways and no waiting	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article based on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article applies the appropriate clearways and no waiting restrictions to roads constructed or altered as part of the Proposed Development.
21. Motor vehicle restrictions	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article applies restrictions to certain new accesses into the main site for use by bus and cyclists only or by emergency vehicles only. This ensures

				HGVs cannot access the main site from Northampton Road.
22. Agreements with highway authorities	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based partially on model provision (13) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article is included to allow the undertaker to enter into agreements with the relevant highway authority relating to the construction of a new street, carrying out of works in the street, stopping up, alteration or diversion of streets and maintenance of the structure of any bridge or tunnel carrying a street over or under a railway prior to the works commencing.
23. Discharge of water	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based partially on model provision (14) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	The Article has been modified to make it clear that the undertaker will have powers to alter watercourses, with the consent of the Environment Agency or the Internal Drainage Board as appropriate.
24. Authority to survey and investigate land	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is drafted partially on model provision (16) and partially based on the East Anglia THREE Offshore Wind Farm Order 2017.	The Article makes provision in relation to the payment of compensation and the notice period that must be given to owners and occupiers of land ahead of any surveys. The Article also includes a deemed consent provision for highway and street authorities. This was accepted in the Hinkley Point C Nuclear Generating Station Order 2013.
25. Compulsory acquisition of land	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is drafted based on the East Anglia THREE Offshore Wind Farm Order 2017.	The Article broadly follows the Model Provisions and follows the approach taken in the East Anglia THREE Offshore Wind Farm Order 2017.
26.	Yes – model			

Time limit for exercise of authority to acquire land compulsorily	provision 20			
27. Compulsory acquisition of land – incorporation of the mineral code	Yes – model provision 19			
28. Compulsory acquisition of rights	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is drafted based on the East Anglia THREE Offshore Wind Farm Order 2017.	This approach can be found in Article 19 of the Network Rail (Nuneaton North Chord Order) 2010 and Schedule 6 to the Crossrail Act 2008. It was also accepted in the East Anglia THREE Offshore Wind Farm Order 2017.
29. Private rights	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is based partially on model provision (22) and partially on the East Anglia THREE Offshore Wind Farm Order 2017.	The model provisions are adjusted so as to apply to both land and rights acquired pursuant to the Order. Paragraphs 6 and 7 allow the undertaker to provide notice allowing the undertaker to confirm to the relevant owner of a dominant tenement that the rights that would by operation of this Article be extinguished or overridden are not so extinguished or overridden.
30. Application of the Compulsory Purchase (Vesting Declarations) Act 1981	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is based partially on model provision (23) and partially on the East Anglia THREE Offshore Wind Farm Order 2017.	This Article gives the undertaker the option to acquire land by this method rather than through the notice to treat procedure. It is based on the model provisions and has been updated to reflect the changes brought about by the Housing and Planning Act 2016. It follows the approach taken on the East Anglia THREE Offshore Wind Farm Order 2017.

31. Application of Part 1 of the Compulsory Purchase Act 1965	No	Yes- the High Speed Rail (London – West Midlands) Act 2017 and the Wrexham Gas Fired Generating Station Order 2017.	This article is based on the High Speed Rail (London – West Midlands) Act 2017.	The Article reflects recent amendments to the Compulsory Purchase Act 1965 providing that where the making of the Order is subject to a statutory challenge, the deadline for the exercise of compulsory acquisition powers under the Compulsory Purchase Act 1965 is increased by a period equivalent to the period beginning with the day the application is made, and ending on the day it is withdrawn or finally determined (or if shorter, one year).
32. Acquisition of subsoil only	No	Yes – the National Grid (North London Reinforcement Project) Order 2014	This article is drafted partially based on the model provision (24) and partially based on the National Grid (North London Reinforcement Project) Order 2014.	This approach can be found in the Glasgow Airport Rail Link Act 2007 and at Article 28 of the National Grid (North London Reinforcement Project) Order 2014.
33. Rights under or over streets	Yes- model provision 27			
34. Temporary use of land for carrying out the authorised project	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is drafted partially on model provision (28) and partially based on the East Anglia THREE Offshore Wind Farm Order 2017	This drafting follows a number of DCOs, including the East Anglia THREE Offshore Wind Farm Order 2017, and the Network Rail (Ordsall Chord) Order 2015.
35. Temporary use of land for maintaining authorised project	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is drafted partially on model provision (29) and partially based on the East Anglia THREE Offshore Wind Farm Order 2017.	This is based on, but modifies, the Model Provisions but does follow the approach taken on the East Anglia THREE Offshore Wind Farm Order 2017. Provision is also made for taking temporary possession without notice, or at a shorter notice than is usually permitted in an emergency.

36. Statutory undertakers	No	Yes – the East Anglia THREE Offshore Wind Farm Order 2017	This article is drafted partially on model provision (31) and partially based on the East Anglia THREE Offshore Wind Farm Order 2017.	This is a Model Provision which has been modified in accordance with the approach taken on a number of development consent orders including the East Anglia THREE Offshore Wind Farm Order 2017.
37. Recovery of costs of new connections	Yes - model provision 33			
38. Guarantees in respect of payment of compensation	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article is included to ensure any payment of compensation for any interests which are to be compulsorily acquired is secured if Gazeley cease to be an undertaker.
39. Operation of railways	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on model provision (41) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article has been amended from the article in the model provisions for Railways to allow only for the carriage of goods as the Proposed Development will not be used for the transport of passengers.
40. Operational land for purposes of the 1990 Act	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article declares that land within the Order Limits utilised for the highway works shall be treated as operational land of a statutory undertaker for the purposes of the Town and Country Planning Act 1990.
41. Charges	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway	This article is drafted on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article is needed to allow the undertaker to recover charges for carrying goods on the railway which forms part of the authorised

		Order 2016		development.
42. Application of landlord and tenant law	No	Yes – the Tees Combined Cycle Power Plant draft Order	This article is drafted partially on the model provision and partially on the Tees Combined Cycle Power Plant draft Order .	
43. Felling or lopping of trees and removal of hedgerows	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on model provision (39) and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	This article is needed to prevent trees, shrubs or hedgerows obstructing construction, maintenance or operation of the Proposed Development.
44. Protection of interests	No	Yes - the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This is drafted on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016, but is included in all Orders which contain protective provisions.	This article gives effect to the protective provisions set out in Schedule 16.
45. Certification of plans etc.	Yes – model provision 41			
46. Service of notices	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is based on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	The article is included to ensure certainty for the procedure for service of any notice required by the Order.
47. Arbitration	No	Yes – the Hornsea Three Offshore Wind Farm draft Order.	This article is drafted based on the Hornsea Three Offshore Wind Farm draft Order.	The draft Hornsea Three Offshore Wind Farm Order has included an arbitration article, which provides for an arbitration process. The Applicant agrees that this approach will provide greater certainty to all parties involved in the process and is preferential to the approach adopted in the model provisions.

48. Governance of requirement and protection of interests relating to highway works.	No	Yes – the East Midlands Gateway Rail Freight Interchange and Highway Order 2016	This article is drafted partially on the model provision and partially on the East Midlands Gateway Rail Freight Interchange and Highway Order 2016.	
49. Crown rights	No	Yes – several including the National Grid (Hinkley Point C Connection Project Order 2016	This article is drafted based on the National Grid (Hinkley Point C Connection Project Order 2016	This Article reflects other DCOs including the National Grid (Hinkley Point C Connection Project Order 2016
50. Procedure in relation to certain approvals etc.	No	Yes – the Hinkley Point C Nuclear Generating Station Order 2013	This article is drafted based on the Hinkley Point C (Nuclear Generating Station) Order 2013.	This Article provides a mechanism for securing any consent or approval from a consenting body required by the provisions of the Order. A similar approach was followed on the Hinkley Point C (Nuclear Generating Station) Order 2013. Article 49(1) contains a deemed approval mechanism, in order to avoid undue delay via subsidiary approval mechanisms post consent. The Government are supportive of introducing "deemed discharge" of conditions in relation to projects consented pursuant to the Town and Country Planning Act 1990 regime, particularly in response to its latest consultation on the draft National Planning Policy Framework and previous introductions of the concept of "deemed discharge" from April 2015.
51. Trees subject to tree	No	Yes – the Hornsea Project Two Offshore Wind Farm	This article is based mainly on model provision 40, but amended as in the Hornsea Project Two Offshore Wind	This article enables the undertaker to fell or lop any tree within or overhanging the Order Limits which is subject to a tree

preservation orders		Order 2016	Farm Order 2016	preservation order made after March 2017.

APPENDIX 2

STATUTORY INSTRUMENTS

~~2009 No. 2265~~

~~INFRASTRUCTURE PLANNING~~

~~The Infrastructure Planning (Model Provisions) (England and Wales) Order 2009~~

~~*Made - - - - - - 1st September 2009*~~

~~*Laid before Parliament 8th September 2009*~~

~~*Coming into force - - 1st October 2009*~~

£15.00

STATUTORY INSTRUMENTS

2009 No. 2265

INFRASTRUCTURE PLANNING

The Infrastructure Planning (Model Provisions) (England and Wales) Order 2009

Made - - - - 1st September 2009

Laid before Parliament 8th September 2009

Coming into force - - 1st October 2009

The Secretary of State, in exercise of the powers conferred by section 38 of the Planning Act 2008(a), makes the following Order:

Citation and commencement

1. This Order may be cited as the **Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 and shall come into force on 1st October 2009.**

Model provisions

2.The provisions set out in the Schedules to this Order, of which those contained in Schedules 1 and 4 are of general application and those contained in Schedules 2 and 3 are of application to development relating to railways and harbours, respectively, are prescribed as model provisions for the purposes of section 38 of the Planning Act 2008.

Signed by authority of the Secretary of State for **Communities and Local Government**

Bill McKenzie
Parliamentary Under Secretary of State
1st September 2009 Department for Communities and Local Government

SCHEDULE 1 Article 2

General model provisions

20** No. **

INFRASTRUCTURE PLANNING

The Rail Central Rail Freight Interchange and Highway Order 20**

*Made - - - - ***

*Laid before Parliament ***

*Coming into force - - ***

~~1.Interpretation~~

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The Secretary of State having considered the representations made and not withdrawn and the report of the Panel has decided 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 change to the proposals comprised in the application.

~~Schedule G~~

~~LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN~~

The Secretary of State in exercise of the powers conferred by sections 114, 115, 117, 120 and 122 of, and paragraphs 1 to 3, 10 to 21, 23, 24, 33, 34, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—

~~Schedule H~~

~~DEEMED CONSENT UNDER COAST PROTECTION ACT 1949~~

~~Schedule I~~

~~DEEMED LICENCE UNDER THE FOOD AND ENVIRONMENT PROTECTION ACT 1985~~

PART 1

PRELIMINARY

~~Schedule J~~

~~TREES SUBJECT TO TREE PRESERVATION ORDERS~~

Citation and Commencement

1. *This Order may be cited as the *Rail Central Rail Freight Interchange and Highway Order 20[X] and comes into force on [X].

Interpretation

~~1.~~2.—(1) In this Order—

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

~~(a) 1961 c.33. Section 2(2) was amended by section 193 of, and paragraph 5 of Schedule 33 to, the Local Government, Planning and Land Act 1980 (c.65). There are other amendments to the 1961 Act which are not relevant to this Order.~~ "the 1965 Act" means the Compulsory Purchase Act 1965(~~a~~b); "the 1980 Act" means the Highways Act 1980(~~b~~c);

~~"the 1990 Act" means the Town and Country Planning Act 1990(c); "the 1991 Act" means the New Roads and Street Works Act 1991(d); "the 2008 Act" means the Planning Act 2008(e);~~"the 1984 Act" means the Road Traffic Regulation Act 1984(d); "the 1990 Act" means the Town and Country Planning Act 1990(e); "the 1991 Act" means the New Roads and Street Works Act 1991(f); "the 2008 Act" means the Planning Act 2008(g);

~~"ancillary works" means the ancillary works described in Part 2 of Schedule A (authorised project) [and any other works authorised by the Order] and which are not development within the meaning of section 32 of the 2008 Act;~~

~~"authorised development" means the development and associated development described in Part 1 of Schedule A (authorised project) [and any other development authorised by this Order], which is development within the meaning of section 32 of the 2008 Act;~~

~~"the authorised project" means the authorised development and the ancillary works authorised by this Order;~~

~~"the book of reference" means the book of reference~~

(a) 1961 c. 33.
(b) 1965 c. 56.
(c) 1980 c. 66.
(d) 1984 c. 27.
(e) 1990 c. 8.
(f) 1991 c. 22.
(g) 2008 c.29.

"the 2010 Regulations" means the Community Infrastructure Levy Regulations 2010(a)

"the 2017 EIA Regulations" means the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(b);

"access to works" means the plans certified **~~by the decision-maker as the book of reference~~as the access to works plans by the Secretary of State** for the purposes of this Order;

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

"apparatus" for the purposes of article 12 (highway works) has the same meaning as in Part 3 of the 1991 Act;

~~"Ashfield" means Ashfield Land Management Limited whose registered address is St Catherine's Court, Berkeley Place, Clifton, Bristol, Somerset BS8 1BQ and is registered at Companies House under Company Number 02634101;~~

~~"associated companies" has the same meaning as in section 256 (associated bodies corporate) of the Companies Act 2006(c);~~

"authorised building" means any building erected as part of the authorised development;

"authorised development or authorised project" means the development described in Schedule 1 (authorised development) and any other development authorised by this Order, which is development within the meaning of section 32 (meaning of development) of the 2008 Act and any works carried out under the requirements;

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

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

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

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

"bus*" has the same meaning as in *regulation 22 of the Traffic Signs Regulations and General Directions 2016(d);

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

~~"compulsory acquisition notice" means a notice served in accordance with section 134 of the 2008 Act;~~commence" means beginning to carry out any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project and the words "commencement" and "commenced" shall be construed accordingly;

~~"the decision-maker~~

"CoCP" means the document certified by the Secretary of State as the code of construction practice for the purposes of this Order;

"cycle track" has the same meaning as in section **~~103 of the 2008 Act; "highway" and "highway authority" have the same meaning as in the 1980 Act;~~**
~~"the land plan" means the plan certified as the land plan by the decision-maker~~329(1) **(further provisions as to interpretation) of the 1980 Act(e);**

~~"the design and access statement" means the document certified by the Secretary of State as the design and access statement for the purposes of this Order;~~

"the environmental statement" means the document submitted with the application under regulation 5(2)(a) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(f) and certified as the environmental statement by the Secretary of State for the purposes of this Order together with any supplementary or further environmental information submitted by the undertaker in support of the

application;

"footpath" and "footway" have the same meaning as in the 1980 Act;

"framework travel plan" means the document certified by the Secretary of State as the framework travel plan for the purposes of this Order;

(a) S.I. 2010/948 as amended by S.I. 2011/987, S.I. 2012/635, S.I. 2012/2975, S.I. 2013/982, S.I. 2014/385, S.I. 2015/377, S.I. 2015/644, S.I. 2015/836 and S.I. 2018/172.
(b) S.I.2017/572.
(c) 2006 c. 46.
(d) S.I. 2016/362.
(e) The definition of 'cycle track' was amended by section 1 of the Cycle Tracks Act 1984 (c. 38) and paragraph 21(2) of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c. 54).
(f) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/2381, S.I. 2015/377; modified by S.I. 2012/1659.

"the framework construction traffic management plan" means the document certified by the Secretary of State as the framework construction traffic management plan for the purposes of this Order;

"the framework operational traffic management plan" means the document certified by the Secretary of State as the framework operational traffic management plan for the purposes of this Order;

"Gazeley" means Gazeley Northampton s.à.r.l. a Luxembourg société à responsibilité Limitée (private Limited Liability Company) whose registered office is at (Arendt Services) 19 Rue de Bitbourg, L-1273, Luxembourg registered with the Luxembourg Registrar of Commerce with registration number B221335) or its associated companies;

"the green infrastructure plan" means the document certified by the Secretary of State as the green infrastructure plan for the purposes of this Order;

"health facility" means the lorry park sub-area operated by the nominated health service provider to provide occupational health care in the lorry park;

"the Hedgerow and Tree Retention and Removal Plan" means the plans certified as the Hedgerow and Tree Retention and Removal Plan by the Secretary of State for the purposes of this Order";

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

"highway classifications plans" means the plans certified as the highway classifications plans by the Secretary of State for the purposes of this Order;

"Highways England" means Highways England Company Limited (company number 9346363), whose registered office is at Bridge House, 1 Walnut Street Close, Guildford, Surrey, GU1 4LZ, appointed as highway authority for the highways specified in article 2 of the Appointment of a Strategic Highways Company Order 2015(a);

"highway works" means Work No.s 10, 14, 15 and 17 to 26 (inclusive) and any related further works;

"the highway works components plans" means the document certified by the Secretary of State as the highway works components plans for the purposes of this Order;

"illustrative rail interchange drawings" means the document certified by the Secretary of State as the illustrative rail interchange drawings for the purposes of this Order;

"the land plans" means the plans certified as the land plans by the Secretary of State for the purposes of this Order;

"lead local flood authority" has the same meaning as in the Flood and Water Management Act 2010(b);

"lorry park" means the area for lorry parking and lorry driver welfare comprising Work No. 11 as described in this Order's Schedule 1, Part 3 and on the works plans;

"maintain" includes inspect, repair, adjust, alter, remove, clear, refurbish, reconstruct, demolish, replace or improve unless that activity would result in a significant environmental effect not within the scope of effects assessed in the environmental statement and any derivative of "maintain" must be construed accordingly;

"main site" means Works No.s 1 to 9 (inclusive), 11, 12A and 12B, 15 and 16 and any

related further works;

"Network Rail" means Network Rail Infrastructure Limited whose registered office is 1 Eversholt Street, London, NW1 2DN and is registered at Companies House under company number 02904587;

"Northampton Gateway" means the proposed Northampton Gateway Rail Freight Interchange nationally significant infrastructure project;

(a) S.I. 2015/376.
(b) 2010 c.29 section 6.

"NSIP 1" means the nationally significant infrastructure project comprising a rail freight interchange as set out in Schedule 1 of the 2008 Act and being part of the authorised development contained in Work Nos. 1 - 9;

"NSIP 2" means the nationally significant infrastructure project comprising the alteration of a highway as set out in Schedule 1 of the 2008 Act and being part of the authorised development contained in Work No. 10;

"occupation" means occupation of any building constructed as part of Work No. 5 (Rail Connected Warehousing) or Work No. 6 (Warehousing) other than for the purpose of constructing, fitting out, commissioning or site security;

"the Order limits" means the limits shown on the works plans and the parameters plan for the main site represented by a red line within which the authorised development may be carried out;

"the Order limits plans" means the document certified by the Secretary of State as the Order limits plans for the purposes of this Order;

"~~O~~order land" means the land shown on the land plan which is within the limits of land to be acquired and described in the book of reference;

~~**(a)1965 c.56. Section 3 was amended by section 70 of, and paragraph 3 of Schedule 15 to, the Planning and Compensation Act 1991(c.34). Section 4 was amended by section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c.71). Section 5 was amended by sections 67 and 80 of, and Part 2 of Schedule 18 to, the Planning and Compensation Act 1991 (c.34). Subsection (1) of section 11 and sections 3, 31 and 32 were amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c.67) and by*~~ ~~section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (*~~**2006 No.1).** ~~*Section 12 was amended by section 56(2) of, and *~~**Part 1 to Schedule 9 to, the Courts Act 1971 (c.23). Section 13 was amended by section 139 of***~~* the Tribunals, Courts and Enforcement Act 2007 (c.*~~**15). Section 20 was amended by section 70 of, and paragraph 14 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). Sections 9, 25 and 29 were amended by the Statute Law (Repeals) Act 1973 (c.39). Section 31 was also amended by section 70 of, and paragraph 19 of Schedule15 to, the Planning and Compensation Act 1991 (c.34) and by section 14 of, and paragraph 12(2) of Schedule 5 to, the Church of England***~~* (Miscellaneous Provisions) *~~**Measure 2006 (2006 No.1). There are other amendments to the 1965 Act which are not relevant to this Order.**~~

~~**(b)1980 c.66. Section 1(1) was amended by section 21(2) of the New Roads and Street Works Act 1991 (c.22); sections 1(2), 1(3) and1 (4) were amended by section 8 of, and paragraph (1) of Schedule 4 to, the Local Government Act 1985 (c.51); section 1(2A) was inserted, and section 1(3) was amended, by section 259 (1), (2) and (3) of the Greater London Authority Act 1999 (c.29); sections 1(3A) and 1(5) were inserted by section 22(1) of, and paragraph 1 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 36(2) was amended by section 4(1) of, and paragraphs 47(a) and (b) of Schedule 2 to, the Housing (Consequential Provisions) Act 1985 (c.71), by S.I. 2006/1177, by section 4 of, and paragraph 45(3) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11), by section 64(1) (2) and (3) of the Transport and Works Act (c.42) and by section 57 of, and paragraph 5 of Part 1 of Schedule 6 to, the Countryside and Rights of Way Act 2000 (c.37); section 36(3A) was inserted by section 64(4) of the Transport and Works Act 1992 and was amended by S.I. 2006/1177; section 36(6) was amended by section 8 of, and paragraph 7 of Schedule 4 to, the Local Government Act 1985 (c.51); and section 36(7) was inserted by section 22(1) of, and paragraph 4 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 329 was amended by section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c.29) and by section 190(3) of, and Part 1 of Schedule 27 to, the Water Act 1989 (c.15). There are other amendments to the 1980 Act which are not relevant to this Order.**~~

~~**(c)1990 c.8. Section 206(1) was amended by section 192(8) of, and paragraphs 7 and 11 of Schedule 8 to, the Planning Act 2008 (c29) (date in force to be appointed see section 241(3), (4)(a), (c) of the 2008 Act). There are other amendments to the 1990 Act which are not relevant to this Order.**~~

~~**(d)1991 c.22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c.26). Sections 79(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18).**~~

~~**(e) 2008 c.29.**~~

~~**"the Order limits" means the limits shown on the works plan within which the authorised project may be carried out;**~~**"outline 15 year landscape management and maintenance plan" means the document certified by the Secretary of State as the outline 15 year landscape management and maintenance plan for the purposes of this Order;**

"outline CEMP" means the document certified by the Secretary of State as the outline construction and operational environmental management plan for the purposes of this Order;

"outline ecological creation and habitat management plan" means the document certified by the Secretary of State as the outline ecological creation and habitat

management plan for the purposes of this Order;

"outline site waste management plan" means the document certified by the Secretary of State as the outline site waste management plan for the purposes of this Order;

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

"*~~relevant planning authority~~*~~" means~~ **the parameters plans" means the plans certified as the parameters plans by the Secretary of State for the purposes of this Order;**

"phase" means a defined section or part of the authorised development, the extent of which is shown in a scheme submitted to and approved by the *relevant planning authority* **under requirement 3 (phases of development) or shown in a scheme submitted to and approved by the relevant highway authority under requirement 5 (design and phasing of highway works);**

"the plans showing public rights of way to be stopped up" means the document certified by the Secretary of State as the public rights of way to be stopped up for the purposes of this Order;

"the private means of access plans" means the document certified by the Secretary of State as the private means of access plans for the purposes of this Order;

"public rights of way strategy" means the document certified by the Secretary of State as the public rights of way strategy for the purposes of this Order;

"public rights of way strategy plans" means the document certified by the Secretary of State as the public rights of way strategy plans for the purposes of this Order;

"public sewer or drain" means a sewer or drain which belongs to the Environment Agency, an internal drainage board or a lead local flood authority or a sewerage undertaker;

"rail served warehousing" means warehousing to which goods can be delivered by rail either directly or by means of another form of transport;

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

"railway" has the same meaning as in the 2008 Act;

"regulation 6(2) plans" means the plans and drawings certified as the regulation 6(2) plans by the Secretary of State for the purposes of this Order;

"relevant highway authority" means in any provision of this Order the highway authority for any area of land to which that provision relates;

~~(i)the district planning authority for the area in which the land to which the provisions of this Order apply is situated unless the provisions relate to the construction or alteration of a hazardous waste facility, in which case it means the county planning authority;~~"relevant planning authority" means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

~~(ii)a National Park Authority;~~

~~(iii)the Broads Authority; and~~

~~(iv)the Greater London Authority if the land to which the provisions of this Order or requirements apply is situated in Greater London;~~

~~"rights plan" means the plan certified as the rights plan by the decision-maker for the purposes of this Order;~~

"relevant street authority" means in any provision of this Order the street authority for any area of land to which that provision relates;

"relevant traffic authority" has the meaning as in section 121A (traffic authorities) of the 1984 Act;

"requirements" means the requirements set out in Schedule 2 (requirements);

~~"the sections" means the sections shown on the plan certified as the section drawings plan by the decision-maker for the purposes of this Order;"statutory undertaker" means any person falling within section 127(8), 128(5) or 129(2) of the 2008 Act;~~"statutory undertaker" means statutory undertaker for the purposes of section 127(8) (statutory undertakers' land) of the 2008 Act;

"speed limit plans" means the document certified by the Secretary of State as the speed limit plans for the purposes of this Order;

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

"street authority"~~, in relation to a street, has the same meaning as in Part 3 of the 1991 Act; "tree preservation order" has the meaning given in section 198 of the 1990 Act;~~ in relation to a street, has the same meaning as in Part 3 of the 1991 Act;
~~"the tribunal" means the Lands Chamber of the Upper Tribunal;~~

"the street works plans stopping up of highway" means the document certified by the Secretary of State as the street works plans stopping up of highway for the purposes of this Order;

"sustainability appraisal" means the document certified by the Secretary of State as the sustainability appraisal for the purposes of this Order;

"traffic officer" means a person designated under section 2 (designation of Traffic Officers) of the Traffic Management Act 2004(a);

"traffic regulation order plans" means the document certified by the Secretary of State as the traffic regulation order plans for the purposes of this Order;

"trunk road" means a highway which is a trunk road by virtue of—

(a) section 10(c) (general provision as to trunk roads) or section 19(1) (certain special roads and other highways to become trunk roads) of the 1980 Act;

(b) an order made or direction given under section 10 of that Act; or

(c) an order granting development consent; or

(d) any other enactment;

"~~undertaker" means the person who has the benefit of this Order in accordance with~~

~~section 156 of the 2008 Act;~~the undertaker" means Gazeley and Ashfield subject to the provisions contained within article 8 (consent to transfer benefit of the Order);

"verge" means any part of the road which is not a carriageway;

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

"~~the works plan" means the plan certified as the works plan by the decision-maker for the purposes of this Order.~~WCML" means the West Coast Main Line;

"the works plans" means the plans certified as the works plans by the Secretary of State for the purposes of this Order;

"written scheme of archaeological investigation" means the document certified by the Secretary of State as the written scheme of archaeological investigation for the purposes of this Order.

(a) 2004 c. 18.

~~(2)~~

(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 air-space above its surface.

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

~~*[NOTE: In the case of off-shore development, which is outside the area of any planning authority, it will be necessary to identify another appropriate body as the relevant planning authority.]*~~

(4) References in this Order to numbered works are references to the works as numbered in Schedule 1 (authorised development) and references to numbered requirements are to the requirements as numbered in Schedule 2 (requirements).

(5) All areas described in square metres in the book of reference are approximate.

PART 2

PRINCIPAL POWERS

Development consent ~~etc.~~ granted by the Order

~~2.~~*~~Subject to the provisions of this Order~~ *~~and to the requirements in the Schedule (requirements) attached to this Order the~~

3. The undertaker is granted—

(a) development consent for the authorised development~~; and~~

~~(b)consent for the ancillary works,~~ to be carried out subject to the provisions of the Order including the requirements and within the Order limits.

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

~~Maintenance of authorised project~~

Power to construct and maintain

~~3.~~4.—(1) The undertaker may at any time construct, operate, and maintain the authorised project, except to the extent that this Order or an agreement made under this Order~~,~~ provides otherwise.

(2) It does not constitute a breach of the terms of this Order, if, following the coming into force of this Order, any development, or any part of a development, is carried out or used within the Order limits under planning permission granted under the 1990 Act.

Parameters of authorised development

5.—(1) The authorised development is to be carried out within the parameters shown and described on the parameters plans and in carrying out the authorised development the undertaker may—

(a) in respect of the highway works deviate vertically from the levels shown on the highway works components plans and regulation 6(2) plans to any extent not exceeding 1.5 metres upwards or downwards; and

(b) in respect of the railway infrastructure comprised in Work Nos. 1 to 4 deviate vertically from the levels shown on the illustrative rail interchange drawings to any extent not exceeding 1.5 metres upwards or 2.5 metres downwards.

(2) Any such deviations permitted by (1)(a) to (b) do not apply to constrain the authorised development when it is demonstrated by the undertaker to the relevant planning authority's satisfaction and the relevant planning authority certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially worse environmental effects from those assessed in the environmental statement.

Authorisation of use

6. *Subject to the provisions of this Order *__including the requirements, the undertaker and any persons authorised by the undertaker may operate and use that part of the authorised development comprised in Works Nos. 1 – 9, 11, 12A, 12B, 15 and 16 inclusive for the purposes of a rail freight terminal and warehousing for any purposes for which such parts of the authorised development is designed and any purposes ancillary to those purposes.__

Benefit of Order

7. ~~4.~~Subject to **article** ~~5~~**6 (authorisation of use) and article 8** (consent to transfer benefit of **the** Order), the provisions of ~~***articles [ ] and [ ] [specify relevant articles] shall***~~**this Order will** have effect solely for the benefit of ~~***[specify person, body or class of person]***~~**the undertaker**.

~~***[NOTE: This article is required where provisions of the Order are specific to a named undertaker or class of undertaker (see section 156(2) of the 2008 Act).]***~~

Consent to transfer benefit of the Order

~~**5.**~~**8.**—(1) The undertaker may~~,~~ with the consent of the ~~***[specify person or body]***~~**Secretary of State**—

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order **(including any of the numbered works)** and such related statutory rights as may be agreed **in writing** between the undertaker and the transferee; or

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order **(including any of the numbered works)** and such related statutory rights as may be so agreed **in writing between the undertaker and the lessee**.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (~~3~~**4**), ~~**shall**~~ include references to the transferee or ~~**the**~~ lessee.

(3) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under **sub-**paragraph (1) ~~**shall be**~~**is** subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(4) No consent of the Secretary of State is required if—

(a) Ashfield transfers all or part of the benefit of the Order to Gazeley;

(b) part of the benefit of the Order and such related statutory rights are transferred to a statutory undertaker in relation to the relevant works of that undertaking; or

(c) part of the benefit of the Order and such related statutory rights are transferred to a relevant highway authority in relation to any highway works for the benefit of that relevant highway authority.

(5) Where consent of the Secretary of State is not required pursuant to sub-paragraph (4), the undertaker must notify the Secretary of State in writing before transferring or granting the benefit of the Order.

(6) The notification referred to in sub-paragraph (5) must:

(a) be signed by Ashfield and Gazeley, or Gazeley only where Ashfield has already transferred its interest in the relevant part or parts to Gazeley; and

(b) specify the date on which the transfer will take effect (such date to be no earlier than one week from the date of issue of the notification).

~~Application and modification of legislative provisions~~Disapplication, application and modification of legislative provisions

~~6. (1) Subject to the modifications set out in paragraph (2) the following provisions of the *[insert short title of the relevant Act]* shall be incorporated in this Order~~

9.—(1) Where an application is made to the relevant planning authority, relevant highway authority, Environment Agency, lead local flood authority or the approving body under Schedule 3 (sustainable drainage) of the Flood and Water Management Act 2010(a) for any consent, agreement or approval required by a requirement, the following provisions apply, so far as they relate to a consent, agreement or approval of a relevant planning authority required by a condition imposed on a grant of planning permission, as if the requirement was a condition imposed on the grant of planning permission—

(a) sections 78 (right of appeal in relation to planning decision) and 79 (determination of appeals) of the 1990 Act(b); and

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(a) ~~section[s] X *[specify relevant section(s)]*.~~2010 c.29. Schedule 3 was amended by sections 21(3) and 88 of the Water Act 2014 (c. 21), S.I. 2012/1659 and S.I. 2013/755. Schedule 3 is to come into force on date to be appointed.

(b) Section 78 was amended by section 17(2) of the Planning and Compensation Act 1991 (c. 34) ; section 43(2) of the Planning and Compulsory Act 2004 (c. 5); paragraphs 1 and 3 of Schedule 10, and paragraphs 1 and 2 of Schedule 11, to the Planning Act 2008 (c. 29); section 123(1) and (3) of, and paragraphs 1 and 11 of schedule 12 to, to the Localism Act 2011 (c. 20); and paragraphs 1 and 8 of Schedule 1 to the Growth and Infrastructure Act 2013 (c. 27). Section 79 was

(b) any orders, rules or regulations which make provision in relation to a consent, agreement or approval of a relevant planning authority required by a condition imposed on the grant of planning permission.

(2) ~~The modifications are: *[insert relevant modifications]*.~~For the purposes of paragraph (1), a provision relates to a consent, agreement or approval of a relevant planning authority required by a condition imposed on a grant of planning permission in so far as it makes provision in relation to an application for such a consent, agreement or approval, or the grant or refusal of such an application, or a failure to give notice of a decision on such an application, and any references to "relevant planning authority" for the purposes of this provision is replaced by "the relevant planning authority or other authority from whom a consent, agreement or approval is required".

(3) ~~In construing the *[insert short title of the relevant Act]* as incorporated the following expressions shall have the following meanings: *[insert relevant expressions and definitions]*~~Regulation 4 (requirement for consent) of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007(a) does not apply to any advertisement erected as part of the authorised development within the Order limits.

(4) Regulation 6 of the Hedgerows Regulations 1997(b) 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 carrying out or the maintenance of development which has been authorised by an order granting development consent pursuant to the

Planning Act 2008."

(5) The provisions of the Neighbourhood Planning Act 2017(c) insofar as they relate to temporary possession of land under article 34 (temporary use of land for carrying out the authorised project) and article 35 (temporary use of land for maintaining the authorised project) of this Order do not apply to this Order in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

(6) This Order shall not constitute a planning permission for the purpose of Part 11 of the 2008 Act (community infrastructure levy) notwithstanding the definition of planning permission contained within article 5 of the 2010 Regulations (meaning of planning permission).

(7) Section 167 of the 1980 Act(d) (restriction on planting trees etc. in or near carriageway) shall not apply to any tree or shrub planted in the course of the authorised development before completion of construction.

(8) Section 167 of the 1980 Act(e) (powers relating to retaining walls near streets) does not apply in relation to—

(a) the erection of a wall in the course of the authorised development before completion of construction; or

(b) a wall on land on which works are being carried out, or are to be carried out, in pursuant of the authorised development before completion of construction.

(9) The powers conferred by section 56(1) and (1A) of the 1991 Act(f) (powers to give directions as to the timing of proposed and subsisting street works) does not apply in relation to the authorised development.

(10) Section 56A of the 1991 Act(g) (power to give directions as to placing of apparatus) does not apply in relation to the placing of apparatus in the course of the authorised development.

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amended by section 18 of, and paragraph 19 of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34); and paragraphs 1 and 4 of Schedule 10 to the Planning Act 2008 (c. 29).

(a) SI 2007/783, amended by S.I. 2007/1739, S.I. 2011/2057, S.I. 2011/3058, S.I. 2012/2372 and S.I. 2013/2114. (b) SI 1997/1160.

(c) 2017 c.20.

(d) Section 78 was amended by section 17(2) of the Planning and Compensation Act 1991 (c. 34) ; section 43(2) of the Planning and Compulsory Act 2004 (c. 5); paragraphs 1 and 3 of Schedule 10, and paragraphs 1 and 2 of Schedule 11, to the Planning Act 2008 (c. 29); section 123(1) and (3) of, and paragraphs 1 and 11 of schedule 12 to, to the Localism Act 2011 (c. 20); and paragraphs 1 and 8 of Schedule 1 to the Growth and Infrastructure Act 2013 (c. 27). Section 79 was amended by section 18 of, and paragraph 19 of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34); and paragraphs 1 and 4 of Schedule 10 to the Planning Act 2008 (c. 29).

(e) 1980 c. 66. Section 141 was amended by sections 37 and* 46 of the Criminal Justice Act 1982 (c.* 48).

(f) 1991 c. 22. Section 56(1) and (1A) were amended by section 43 of the Traffic Management Act 2004 (c. 18).

(g) 1991 c. 22. Section 56A was inserted by section 44 of the Traffic Management Act 2004 (c. 18).

(11) No restriction under section 58(1) of the 1991 Act(a) (power to impose restriction on execution of street works in the twelve months following completion of substantial road works) will have effect in relation to the authorised development.

(12) Section 61(1) of the 1991 Act (under which the consent of the street authority is required for the placing of apparatus in a protected street) does not apply to the placing of apparatus in the course of the authorised development.

(13) Section 62(2) of the 1991 Act (power following designation of protected street to require removal or repositioning of apparatus already placed in the street) does not apply in relation to apparatus placed in the course of the authorised development.

(14) Section 62(4) of the 1991 Act (power when designation as protected street commences or ceases to give directions with respect to works in progress) does not apply in relation to the authorised development.

(15) Section 63(1) of the 1991 Act (under which Schedule 4 to that Act has effect for requiring the settlement of a plan and section of street works to be executed in a street designated by the street authority as having special engineering difficulties) does not apply in relation to the authorised development.

(16) The powers conferred by section 73A(1) and 78A(1) of the 1991 Act(b) (requirements for undertaker to re-surface street) may not be exercised in relation to the authorised development.

(17) Sections 74 and 74A of the 1991 Act(c) (charge for occupation of the highway and charge determined by reference to duration of works) do not apply in relation to the authorised development.

(18) Schedule 3A to the 1991 Act (restriction on works following substantial street works) does not apply where a notice under section 54 (advance notice of certain works) or 55 (notice of starting date of works) of that Act(c) is given in respect of the authorised development.

(19) No notice under paragraph 2(1)(d) of that Schedule (power by notice to require notification of works which an undertaker proposes to carry out in a part of a highway to which a proposed restriction applies) will have effect to require the notification of works proposed to be carried out in the course of the authorised development.

(20) No directions under paragraph 3 of that Schedule (directions as to the date on which undertakers may begin to execute proposed works) may be issued to the undertaker.

(21) Paragraph 3(4) of that Schedule (under which it is an offence for an undertaker to execute street works before the completion of certain other street works) does not apply in relation to the execution of works in the course of the authorised development.

(22) Paragraph 5(1) of that Schedule (effect of direction under paragraph 4 restricting further works) does not apply in relation to the execution of works in the course of the authorised development.

(23) Section 42 of The Local Government* (Miscellaneous Provisions) *Act 1976(d) (certain future local Acts, etc., to be subject to the planning enactments, etc., except as otherwise provided) does not apply to the extent that it would make provisions of this Order authorising the authorised development subject to other provisions.

(24) Paragraphs (1) to (23) only apply in so far as those provisions are not inconsistent with the 2017 EIA Regulations and any orders, rules or regulations made under the 2008 Act.

(a) 1991 c. 22. Section 58(1) was amended by section 51(1), (2) of the Traffic Management Act 2004 (c. 18).
(b) 1991 c. 22. Section 73A was inserted by section 55(1) of the Traffic Management Act 2004 (c. 18). Section 78A was inserted by section 57(1) of the Traffic Management Act 2004 (c. 18).
(c) 1991 c. 22. Schedule 3A was inserted by section 52(2) of, and Schedule 4 to, the Traffic Management Act 2004 (c.18). Section 54 was amended by section 40(1) and (2), and section 49(2) and section 51(1) and (9) of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(d) 1976 c.57. Section 42 was amended by section 6(2) of, and the Schedule to, the Ports (Finance) Act 1985 (c. 30), and section 15 of the Food and Environment Protection Act 1985 (c. 48).

Defence to proceedings in respect of statutory nuisance

~~7.~~10.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**a**) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within ~~paragraph (g~~(d) (any dust, steam, smell or other effluvia arising on industrial, trade or business premises and being prejudicial to health or a nuisance), (fb) (artificial light emitted from premises so as to be prejudicial to health or a nuisance) paragraph (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) and (ga) (noise that is prejudicial to health or a nuisance and is emitted from or caused by a vehicle, machinery or equipment in a street or in Scotland, road) of section 79(1) of that Act ~~(noise emitted from premises so as to be prejudicial to health or a nuisance)~~ no order ~~shall~~may be made, and no fine may be imposed, under section 82(2) of that Act if—

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised ~~project~~development and that the nuisance is attributable to the carrying out of the authorised ~~project~~development in accordance with a notice served under section 60 (control of noise on construction

site), or a consent given

~~(a)1990 c.43. There are amendments to this Act which are not relevant to this Order.~~ under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level), of the Control of Pollution Act 1974(~~a~~b); or

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

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised ~~project~~development and that the nuisance is attributable to the use of the authorised ~~project~~development which is being used in ~~accordance with a scheme of monitoring and attenuation of noise agreed with the Commission as described in requirement 25~~compliance with requirement 7 (construction and operational environmental management plan: construction works); or

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

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation to consent for registered noise level to be exceeded), ~~shall~~do not apply where the consent relates to the use of premises by the undertaker for ~~the~~ purposes of or in connection with the construction or maintenance of the authorised ~~project~~development.

PART 3

STREETS

Power to alter layout, etc., of streets

11.—(1) Subject to paragraph (2), the undertaker may, for the purposes of constructing and maintaining the authorised development, alter the layout of any street within the main site and the layout of any street having a junction with such a street; and, without limitation on the scope of this paragraph, the undertaker may—

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

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

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

(a) 1990 c.43. There are amendments to this Act which are not relevant to the Order.

(b) *1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to *the Order.

(d) make and maintain underpasses, crossovers, and passing places.

(2) The powers conferred by paragraph (1) must not be exercised without the consent of the relevant highway authority but such consent must not be unreasonably withheld.

Street works

~~8.~~**12.**—(1) The undertaker may~~,~~ for the purposes of the **carrying out the** authorised ~~project~~development, enter on so much of any of the streets specified in Schedule ~~B~~3 (streets subject to street works) as ~~is~~are within the Order limits and may—

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

(b) ~~(b)~~tunnel or bore under the street;

(c) ~~(c)~~place apparatus in the street;

(d) ~~(d)~~maintain apparatus in the street or change its position; ~~and~~

(e) construct bridges and tunnels;

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

(g) alter the level or increase the width of such kerb, footway, cycle track or verge;

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

(i) make and maintain crossovers and passing places; and

(j) ~~(e)~~execute any works required for or incidental to any works referred to in sub-paragraphs ~~(a), (b), (c) and (d).~~ (a) to (i).

(2) The authority given by paragraph ~~(1)~~(1) 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.

(3) ~~The provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).~~Without limiting the scope of the powers conferred by paragraph (1) but subject to the consent of the street authority, which consent shall not be unreasonably withheld, the undertaker may, for the purposes of the authorised development, enter on so much of any other street whether or not within the Order limits, for the purposes of carrying out the authorised development.

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

~~*[NOTE: This article should not be used for the purposes of authorising street works that affect a trunk road (as defined in the 1980 Act); no trunk roads should be specified in Schedule B (streets subject to street works). For any street works affecting a trunk road the undertaker should make an application for a licence under section 50 of the 1991 Act.]*~~

(5) The street works must be carried out in accordance with the relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions).

~~Stopping~~Permanent stopping up of streets

~~9.~~13.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised ~~project~~development, stop up permanently each of the streets specified in columns (1) and (2) of Part~~s~~ 1 ~~and 2~~ of Schedule ~~C~~4 (streets to be permanently stopped up) to the extent specified, by reference to the letters ~~and numbers~~ shown on the ~~works~~access and rights of way plan, in column (3) of those Parts of that Schedule.

~~(a) *1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to *this Order.~~

~~(2)~~No street specified in columns (1) and (2) of Part 1 of Schedule ~~C (being a street to be stopped up~~4 (streets for which a substitute is to be provided) ~~shall~~is to be wholly or partly stopped up under this article unless—

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

(b) a temporary alternative route for the passage of such traffic as could have used the street to be stopped up is first provided and subsequently maintained by the undertaker~~, to the reasonable satisfaction of the street authority,~~ between the commencement and termination points for the stopping up of the street until the completion and opening of the new street in accordance with sub-paragraph (a).

~~(3)No street specified in columns (1) and (2) of Part 2 of Schedule C (being a street to be stopped up for which no substitute is to be provided) shall~~* ~~be wholly or partly stopped up under this article unless the~~ *~~condition specified in paragraph (4) is satisfied in relation to all the land which abuts on either side of the street to be stopped up.~~

~~(4)The condition referred to in paragraph (3) is that—~~

~~(a)the undertaker is in possession of the land; or~~

~~(b)there is no right of access to the land from the street concerned; or~~

~~(c)there is reasonably convenient access to the land otherwise than from the street concerned; or~~

~~(d)the owners and occupiers of the land have agreed to the stopping up.~~

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

(a) all rights of way over or along the street so stopped up ~~shall be~~are extinguished; and

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

(4) The interests and rights to which this section applies are any easement, restriction, restrictive covenant, liberty, privilege, right or advantage annexed to land, including any natural right to support.

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

~~(7)This article is subject to article 32 (apparatus etc. of statutory undertakers).~~

(6) Any stopping up carried out under this article must be carried out in accordance with any relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions).

~~Public~~
Stopping up and diversion of public **rights of way**

~~10.—(1) With effect from the [date of publication of this Order] [the date of certification by the local highway authority that the agreed alternative right of way has been created to the standard defined in the implementation plan], [the section of] the public right of way (being a *[insert one of: footpath/bridleway/byway open to all traffic/restricted byway]*) shown marked in [red] between the points [A] and [B] on the rights plan is extinguished.~~

14.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development—

(a) stop up each of the public rights of way specified in columns (1) and (2) of Part 1 of Schedule 5 (public rights of way to be permanently stopped up for which a substitute is to be provided) to the extent specified, in column (3) of that Part of that Schedule;

(b) provide the substitute public rights of way described in column (4) of Part 1 of Schedule 5 between the specified terminus points and on a detailed alignment to be agreed with the relevant highway authority;

(c) temporarily stop up public rights of way to the extent agreed with the relevant highway authority and provide substitute temporary public rights of way between terminus points, on an alignment to be agreed with the relevant highway authority.

(2) ~~With effect from [that same date] *[insert later date]* an alternative section of *[insert description of right of way of that same type]* as marked in [green] between the points [C] and [D] on the rights plan is created.~~No public right of way specified in columns (1) and (2) of Part 1 of Schedule 5 (public rights of way to be stopped up) may* be wholly or partly stopped up under this article unless the *permanent or temporary diversion routes agreed by the relevant highway authority have first been provided by the undertaker, to the reasonable satisfaction of the relevant highway authority.

(3) ~~In this article—~~Any permanent diversion route provided under paragraph (2), or any

temporary diversion route agreed by the relevant highway authority, must be maintained by the undertaker with appropriate clear signage of the permanently diverted or temporarily diverted route.

~~"implementation plan" means the written plan agreed between the undertaker and the local highway authority for creation of the agreed alternative right of way to the defined standard; and~~

(4) Any temporary diversion route must be maintained by the undertaker until the completion and opening of the public rights of way within the Order limits specified in column (4) of Part 1 of Schedule 5.

(5) ~~"local highway authority" has the same meaning as in section 329(1) of the 1980 Act.~~The undertaker must in connection with carrying out of the authorised development provide the new public rights of way specified in columns (1) and (2) of Part 2 of Schedule 5 (new public rights of way to be created) to the extent specified in column (3) of that Part of that Schedule.

Temporary stopping up of streets

~~11.~~15.—(1) ~~The undertaker, during~~During and for the purposes of carrying out the authorised ~~project,~~development*, the undertaker* may temporarily stop up, alter or divert any street and may for any reasonable time—

(a) divert the traffic from the street; and

(b) subject to paragraph (2), prevent all persons from passing along the street.

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

(3) ~~Without prejudice to the generality of paragraph (1)~~*~~, the undertaker~~* ~~may temporarily stop up, alter or divert the streets specified in columns (1) and (2) of Schedule D (streets to be temporarily stopped up) to the extent specified, by reference to the letters and numbers shown on the works plan, in column (3)~~Unless approved under the relevant provisions of Part 2 and Part 3 of ~~that~~ Schedule~~.(4)The~~ 16 (protective provisions) the undertaker ~~shall~~may not temporarily stop up, alter or divert~~—(a)any street specified as mentioned in paragraph (3) without first consulting the street authority; and(b)any other~~ any street without the consent of the relevant street authority which may attach reasonable conditions to any consent but such consent must not be unreasonably withheld.

~~(5)Any person who suffers loss by the suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.~~

(4) 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 of the 1961 Act.

(5) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (3) that street authority is deemed to have granted consent.

Accesses

16.—(1) The undertaker may, for the purposes of the authorised development and subject to paragraph (2), with the agreement of the relevant highway authority or street authority as appropriate (such agreement not to be unreasonably withheld), form and lay out such means of access (permanent or temporary) or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires.

(2) The agreement of the relevant highway authority or street authority as appropriate is not required for the formulation, layout or improvement of a new or existing means of access described in Schedule 1 (authorised development) and carried out in accordance with the relevant provisions of Part 2 and Part 3 of Schedule 16 (protective provisions).

(3) The private means of access as set out in column (2) of Part 1 of Schedule 6 (private

means of access to be replaced) may be removed by the undertaker and if removed must be replaced by the means of access as set out in column (3) of Part 1 of Schedule 6.

(4) The private means of access as set out in column (2) of Part 2 of Schedule 6 (private means of access to be closed for which no substitute is to be provided) may be closed by the undertaker without a substitute being provided.

(5) The undertaker must provide the private means of access as set out in column (2) of Part 3 of Schedule 6 (new private means of access created).

Maintenance of highway works

17. Subject to article 18 (classification of roads), the streets authorised to be altered or diverted under this Order comprised in Works Nos. 10, 14, 15 and 17-26 are to be adopted as public highways and following the completion of those works are to be maintained by and at the expense of the relevant highway authority and in accordance with the provisions of Schedule 16 (protective provisions).

Classification of roads

18.—(1) The new roads described in Schedule 7 (classification of roads) are to be—

(a) classified as set out in column (3) of Schedule 7 for the purpose of any enactment or instrument which refers to highways classified as such; and

(b) provided for the use of the classes of traffic defined in Schedule 4 (classes of traffic for purposes of special roads) to the 1980 Act as set out in column (4) of Schedule 7.

(2) From the date on which the undertaker notifies the Secretary of State that the new roads described in Schedule 7 have been completed and are open for through traffic—

(a) the body set out in column (5) of Schedule 7 is the highway authority for those roads; and

(b) the new roads identified in column (3) of Schedule 7 are classified as trunk roads for the purpose of any enactment or instrument which refers to highways classified as trunk roads.

Speed limits

19.—(1) Upon the opening of the length of highway specified in columns (1) and (2) of Part 2 of Schedule 8 (roads subject to 30mph speed limit) no person is to drive any motor vehicle at a speed exceeding 30 miles per hour in the lengths of road identified in column (2) of Part 2 of Schedule 8 (roads subject to 30mph speed limit).

(2) Upon the opening of the length of highway specified in columns (1) and (2) of Part 3 of Schedule 8 (roads subject to 40mph speed limit) no person is to drive any motor vehicle at a speed exceeding 40 miles per hour in the lengths of road identified in column (2) of Part 3 of Schedule 8 (roads subject to 40mph speed limit).

(3) The orders referred to in columns (1) and (2) of Part 1 of Schedule 8 (existing orders) are revoked or varied as set out in column (3) of Part 1 of Schedule 8 upon the event listed in column
(4) occurring.

(4) The speed limits imposed by this Order are deemed to have been imposed by an order under the 1984 Act and—

(a) have the same effect; and

(b) may be varied by the relevant traffic authority in the same

manner, as any other speed limit imposed by an order under that Act.

(5) No speed limit imposed by this Order applies to vehicles falling within regulation 3(4) (regulations in relation to orders and notices under the 1984 Act) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(a) when used in accordance with regulation 3(5) of those Regulations.

Clearways and no waiting

20.—(1) Subject to paragraphs (4) and (5), following the event specified in column (4) of Part 1 of Schedule 9 (clearways), no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait on any part of a carriageway specified in columns (1) and (2) of Part 1 of Schedule 9, other than a lay-by.

(2) Subject to paragraphs (4) and (6) following the event specified in column (4) of Part 1 of Schedule 9 no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait on any verge adjacent to any part of a carriageway specified in columns (1) and (2) of Part 1 of Schedule 9 where such prohibition is indicated as applying in column (3) of Part 1 of Schedule 9.

(3) Subject to paragraph (4) following the event specified in column (3) of Part 2 of Schedule 9 (no waiting at any time) no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait at any time on any day, on the sides of the carriageway specified in columns (1) and (2) of Part 2 of Schedule 9 or its adjacent verge at any time.

(4) Nothing in paragraphs (1), (2) or (3) applies—

(a) to render it unlawful to cause or permit a vehicle to wait on any part of the carriageway or verge, for so long as may be necessary to enable that vehicle to be used in connection with—

(i) the removal of any obstruction to traffic;

(ii) the maintenance, improvement, reconstruction or operation of the carriageway or verge;

(iii) the laying, erection, inspection, maintenance, alteration, repair, renewal or removal in or near the carriageway or verge of any sewer, main pipe, conduit, wire, cable or other apparatus for the supply of gas, water, electricity or any telecommunications apparatus as defined in Schedule 2 to the Telecommunications Act 1984(b); or

(iv) any building operation or demolition;

(b) in relation to a vehicle being used—

(i) for police, ambulance, fire and rescue authority or traffic officer purposes;

(a) S.I. 2011/935 (b) 1984 c.12.

(ii) in the service of a local authority, Highways England, a safety camera partnership or the Driver and Vehicle Standards Agency in pursuance of statutory powers or duties;

(iii) in the service of a water or sewerage undertaker within the meaning of the Water Industry Act 1991(a); or

(iv) by a universal service provider for the purposes of providing a universal postal service as defined by the Postal Services Act 2000(b); or

(c) in relation to a vehicle waiting when the person in control of it is—

(i) required by law to stop;

(ii) obliged to stop in order to avoid an accident; or

(iii) prevented from proceeding by circumstances outside the person's control.

(5) Nothing in paragraph (1) applies to any vehicle selling or dispensing goods to the extent that the goods are immediately delivered at, or taken into, premises adjacent to the land on which the vehicle stood when the goods were sold or dispersed.

(6) Nothing in paragraph (2) applies—

(a) so as to prevent a vehicle waiting on any verge specified in paragraph (2) for so long as may be necessary —

(i) to enable a person to board or alight from the vehicle;

(ii) to enable goods to be loaded on to or unloaded from the vehicle; or

(iii) to enable goods to be sold from the vehicle provided such goods are immediately delivered at, or taken into, premises adjacent to the vehicle from which sale is effected;

(b) so as to prevent a vehicle waiting on any verge specified in paragraph (2) for so long as may be necessary to enable that vehicle, if it cannot conveniently be used for such purpose without waiting on such verge, to be used in connection with any building operation or demolition, the removal of any obstruction or potential obstruction to traffic, the maintenance, improvement or reconstruction of such verge or of a carriageway immediately adjacent to such verge or the erection, laying, placing, maintenance, testing, alteration, repair or removal of any structure, works or apparatus in, on, under or over that verge or carriageway; or

(c) to a vehicle waiting on any verge specified in paragraph (2) while any gate or other barrier at the entrance to premises to which the vehicle requires access or from which it has emerged is opened or closed.

(7) Paragraphs (1) to (6) have effect as if made by a traffic regulation order under the 1984 Act and their application may be varied or revoked by such an order or by any other enactment which provides for the variation or revocation of such orders.

~~Access to works~~

~~12.~~*~~The undertaker may, for the purposes of the authorised project~~ *

Motor vehicle restrictions

21.—(1) Subject to subparagraph (3) no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to proceed along any part of a road specified in Part 1 of Schedule 10 (emergency motor vehicle access only restrictions).

(2) Subject to paragraph (3) no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit the length of road identified in Part 2 of Schedule 10 (buses and cyclists only) to be used by any vehicles other than a bus or cycle.

(3) Nothing in paragraph (1) and (2) applies to a vehicle being used—

(a) ~~form and lay out means of access, or improve existing means of access, in the location specified in columns (1) and (2) of Schedule E (access to works); and~~in connection with—

(a) 1991 c.56.
(b) 2000 c.26.

(i) building, industrial or demolition operations;

(ii) the removal of any obstruction to traffic;

(iii) the maintenance, improvement or reconstruction of the road including the verge; or

(iv) the laying, erection, alteration or repair on, or in land adjacent to the road or verge of any sewer or of any main, pipe or apparatus for the supply of gas, water or electricity or of any telegraphic line as defined in the Telecommunications Act 1984;

(b) ~~with the approval of the relevant planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.~~in the service of a local authority, Highways England, or a statutory undertaker in pursuant of statutory powers or duties; or

(c) for fire brigade, ambulance or police purposes.

(4) Paragraphs (1) to (3) have effect as if made by a traffic regulation order under the 1984 Act, and their application may be varied or revoked by such an order or by any other enactment which provides for the variation or revocation of such orders.

Agreements with street authorities

~~13.~~22.—(1) A street authority and the undertaker may enter into agreements with respect to—

(a) the construction of any new ~~street~~highway, including any structure carrying the ~~street~~highway over or under a ~~*insert description of development]*~~railway authorised by this Order;

(b) the strengthening, improvement, repair or reconstruction of any highway under the powers conferred by this Order;

(c) ~~(b)~~the maintenance of the structure of any bridge ~~or tunnel~~ carrying a ~~street~~highway over or under a ~~*insert description of development]*~~;railway;

(d) the maintenance of landscaping within a highway constructed as part of the highway works;

(e) ~~(c)~~any stopping up, alteration or diversion of a ~~street~~highway as part of or to facilitate the authorised ~~by this Order~~development; or

(f) ~~(d)~~the carrying out in the ~~street~~highway of any of the works referred to in **article** ~~8(1)~~12 (street works).

(2) Such an agreement may, without ~~prejudice to~~limitation on the ~~generality~~scope of paragraph (1)—

(a) make provision for the ~~street~~relevant highway authority to carry out any function under this Order which relates to the ~~street~~highway in question;

(b) include an agreement between the undertaker and ~~street~~relevant highway 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

~~14.~~23.—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised ~~project~~development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

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

(3) The undertaker ~~shall~~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 ~~shall~~must not be unreasonably withheld.

(4) The undertaker ~~shall~~must not make any opening into any public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval ~~shall~~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 ~~shall~~must not, in carrying out or maintaining works ~~pursuant to~~under the powers conferred by this article~~,~~ damage or interfere with the bed or banks of any watercourse

forming part of a main river.

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

(7) ~~This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by section 85(1), (2) or (3) of the Water Resources Act 1991(b) (offences of polluting water).~~Nothing in this article overrides the requirement for an environmental permit under regulations (12)(b) of the Environmental Permitting (England and Wales) Regulations 2010(b).

(8) In this article—

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

(b) other references to expressions in this article, excluding watercourse, which are used both in this article and in the Water Resources Act 1991(c) have the same meaning as in that Act.

~~Protective work to buildings~~

~~15.—(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 5 years beginning with the day on which that part of the authorised project is first opened for use.~~

~~(3)For the purpose of determining how the functions 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~~

~~(a)1991 c.56. Section 106 was amended by sections 36(2) and 99 of the Water Act 2003 (c.37). There are other amendments to this section which are not relevant to this Order.~~

~~(b)1991 c.57. 1991 c.57. Section 85(1) was amended by paragraphs 21(1) and (2) of Part 1 of Schedule 21 to S.I. 2007/3538.~~

~~(c)1964 c.40. Paragraph 9B was inserted into Schedule 2 by the Transport and Works Act 1992 (c.42), section 63(1) and Schedule 3, paragraph 9(1) and (5). There are other amendments to the 1964 Act which are not relevant to this Order.~~

~~(b) where the works cannot be carried out reasonably conveniently without entering land which 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 right under paragraph (1) to carry out protective works to a building;~~

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

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

~~(d)a right under paragraph (4)(b) to enter land,~~

~~the undertaker shall, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a) or (c), 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 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 42 (arbitration).~~

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

~~(8)Where—~~

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

~~(b)within the period of 5 years beginning with the day on which the part of the authorised project carried out in the vicinity of the building is first opened for use 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 shall compensate the owners and occupiers of the building for any loss or damage sustained by them.~~

~~(9)Nothing in this article shall relieve the undertaker from any liability to pay compensation under section 10(2) of the 1965 Act (compensation for injurious affection).~~

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

~~(11)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 which 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 which has been caused to the building by the carrying out, maintenance or use of the authorised project.~~

Authority to survey and investigate ~~the~~ land

~~16.~~**24.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised **development or which may be required as set out in the assessment in the Environmental Statement for the authorised** project and—

(a) survey or investigate the land;

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

~~(2)~~No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner**, who is not the undertaker,** and occupier of the land.

(2) Any person entering land under **the powers conferred by** this article on behalf of the undertaker—

(a) ~~shall~~**must**, if so required ~~entering the land~~, produce written evidence of their authority to do so; and

(a) 1991 c. 56. Section 106 was amended by section 35(1) and (8) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43) and, sections 36(2) and 99 of the Water Act 2003 (c. 37) (subject to the transitional provisions contained in article 6 of, and Schedule 3 to, S.I. 2004/641) and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c. 29).
(b) S.I. 2010/675.
(c) 1991 c. 57.

~~(b)~~

(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.

(3) No trial holes ~~shall~~may be made under this article—

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

(b) in a private street without the consent of the relevant street

authority~~,~~; but such consent ~~shall~~must not be unreasonably withheld.

(4) The undertaker ~~shall~~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, ~~Part 1~~*under Part 1 of the 1961 Act* (determination of questions of disputed compensation) ~~of the 1961 Act~~.

~~Removal of human remains~~

~~17.—(1) In this article "the specified land" means *[insert description of the land]*.~~

~~(2)Before the undertaker carries out any development or works which will or may disturb any human remains in the specified land it shall remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.~~

~~(3)Before any such remains are removed from the specified land the undertaker shall give notice of the intended removal, describing the specified 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 specified land.~~

~~(4)As soon as reasonably practicable after the first publication of a notice under paragraph (3) the undertaker shall send a copy of the notice to *[insert relevant local authority]*.~~

~~(5)At any time within 56 days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.~~

~~(6)Where a person has given notice under paragraph (5), 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 shall, 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 (11).~~

(5) ~~(7)~~If ~~the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question shall be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who shall remove the remains and as to the payment of the costs of the application.~~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—

~~(8)The undertaker shall pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.~~

~~(9)If—~~

~~(a)within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or~~

~~(b)such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or~~

~~(c)within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or~~

~~(d)it is determined that the remains to which any such notice relates cannot be identified,~~

~~subject to paragraph (10) the undertaker shall 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 shall be re-interred in individual containers which shall be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.~~

~~(10)If the undertaker is satisfied that any person giving notice under paragraph (5) 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 shall comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.~~

~~(11)On the re-interment or cremation of any remains under this article—~~

(a) ~~a certificate of re-interment or cremation shall be sent by the undertaker to the Registrar General by the undertaker 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~~Under paragraph (5)(a) in the case of a highway authority; or

~~(b)a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) shall be sent by the undertaker to *[insert relevant local authority]* mentioned in paragraph (4).~~

~~(12)The removal of the remains of any deceased person under this article shall be carried out in accordance with any directions which may be given by the Secretary of State.~~

(b) ~~(13)Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.~~Under paragraph (5)(b) in the case of a street authority; that authority is deemed to have granted consent.

(6) ~~(14)~~Section ~~25 of the Burial Act 1857(a) (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State) shall not apply to a removal carried out in accordance with this article.~~13 (refusal to give permission 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 to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

PART 5

Powers of Acquisition

Compulsory acquisition of land

~~18.~~25.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project ~~[~~or to facilitate, or is incidental, to it~~]~~~~or is required as replacement~~

~~land]~~.

(2) ~~As from the date on which a compulsory acquisition notice under section 134(3) of the 2008 Act is served or the date on which the Order land, or any part of it, is vested in the undertaker, whichever is the later, that land or that part of it which is vested (as the case may be) shall be discharged from all rights, trusts and incidents to which it was previously subject.~~*This article is subject to *paragraph (2) of article 28 (compulsory acquisition of rights) and article 34 (temporary use of land for carrying out the authorised project).

~~(3)Any person who suffers loss by the extinguishment or suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.~~

Time limit for exercise of authority to acquire land compulsorily

26.*—(1) After the end of the period of ***5 years beginning on the day on which this Order is made—**

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

(b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 30 (application of the Compulsory Purchase (Vesting Declarations) Act 1981)(a).

(2) ~~(4)~~*~~This article is subject to~~ *~~article 25 (acquisition of land limited to subsoil lying more than 9 metres beneath surface) and article 28 (temporary use of land for carrying out the authorised project).~~**The authority conferred by article 34 (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.*

(a) ~~1857 c.81. There are amendments to this Act which are not relevant to this Order.~~**1981 c.66. Sections 2, 6 and 11*** were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). There are other amendments to the 1981* **Act which are not relevant to this Order.**

Compulsory acquisition of land – incorporation of the mineral code

27. ~~19.[Part(s)]~~**Parts** 2 ~~[~~and 3~~]~~ of Schedule 2 **(minerals)** to the Acquisition of Land Act 1981(~~a)(minerals~~**b**) ~~[is/~~are~~]~~ incorporated in this Order subject to the **following** modifications~~that~~—

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

(a) ~~(b)~~for "the acquiring authority" substitute "the undertaker";

~~(c)*[insert additional modifications].*~~

~~**Time limit for exercise of authority to acquire land compulsorily**~~

~~**20.***—(1) After the end of the period of ****[5 years] beginning on the day on which this Order is made—**

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

(b) ~~no declaration shall be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 23 (application of the Compulsory Purchase (Vesting Declarations) Act 1981)(b).~~**for the "undertaking" substitute "authorised development"; and**

(c) ~~(2) The authority conferred by article 28 (temporary use of land for carrying out the authorised project) shall cease at the end of the period referred to in paragraph (1), save that nothing in this paragraph shall prevent~~* ~~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.~~***paragraph 8(3) is not incorporated.**

Compulsory acquisition of rights

~~21. (1) The undertaker may acquire compulsorily the existing rights and create and acquire compulsorily the new rights described in the book of reference and shown on the *(insert name)* plan.~~28.—(1) The undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 25 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) ~~As from the date on which a compulsory acquisition notice is served or the date on which any new right is vested in the undertaker, whichever is the later, the land over which any new rights is acquired shall be discharged from all rights, trusts and incidents to which it was previously subject so far as their continuance would be inconsistent with the exercise of that new right.~~Subject to the provisions of this article, article 29 (private rights) and article 36 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 12 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 of the 1965 Act, as substituted by ~~article 26 (acquisition of part of certain properties~~paragraph 6 of Schedule 13 (modifications of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires an existing right over land or restrictive covenant under paragraph (1), the undertaker ~~shall~~is not ~~be~~ required to acquire a greater interest in that land.

(4) ~~Any person who suffers loss as a result of the extinguishment or suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.~~Schedule 13 (modifications of compensation and compulsory purchase enactments for creation of new rights) 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 restrictive covenants.

(5) In any case where the acquisition of new rights 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.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Private rights ~~of way~~

~~22.~~29.—(1) Subject to the provisions of this article, all private rights ~~of way~~or restrictive covenants over land subject to compulsory acquisition under ~~this Order shall be extinguished~~article 25 (compulsory acquisition of land) are suspended and unenforceable or, where so notified by the undertaker to the person with the benefit of such private rights or restrictive covenant, extinguished in so far as in either case their continuance would be inconsistent with the acquisition—

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

(b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earlier~~r~~st.

~~(a)1981 c.67. Sub-paragraph (5) of paragraph 1 of Part 1 of Schedule 2 was amended by section 67 of, and paragraph 27(3) of Schedule 9 to, the Coal Industry Act 1994 (c.21) and paragraph 8 of Part 3 of Schedule was amended by section* 46 of the Criminal Justice Act 1982 (c.*48). There are other amendments to the 1981 Act which are not relevant to this Order.~~

~~(b)1981 c.66. Sections 2 and 116* were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). There are other amendments to the 1981*Act which are not relevant to this Order.~~

~~(2)Subject to the provisions of this article, all private rights of way over land owned by the undertaker which, being within the limits of land which may be acquired shown on the land plan, is required for the purposes of this Order shall be extinguished on the appropriation of the land by the undertaker for any of those purposes~~**Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 28 (compulsory acquisition of rights) 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 the undertaker (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 the undertaker under section 11(1) of the 1965 Act (power of entry) in pursuance of the right,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights ~~of way~~**or restrictive covenants** over land of which the undertaker takes temporary possession under this Order ~~shall be~~**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 the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right ~~of way~~**or restrictive covenant** under this article ~~shall be~~**is** entitled to compensation **in accordance with the terms of section 152 of the 2008 Act** to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right ~~of way~~ to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or **article** ~~31~~**36** (statutory undertakers) applies.

(6) Paragraphs (1) to (3) ~~shall~~ 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 restrictive covenants over or affecting the land;**

(ii) the undertaker's appropriation of ~~it~~**the land**,

(iii) the undertaker's entry onto ~~it~~**the land**, or

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

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

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

(7) If ~~any such~~**an** agreement ~~as is~~ referred to in paragraph (6)(b)—

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

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

~~it shall be~~**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.

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

Application of the Compulsory Purchase (Vesting Declarations) Act 1981~~23.~~

30.—(1) The ~~Compulsory Purchase (Vesting Declarations) Act 1981(a) shall apply~~**1981 Act applies** as if this Order were a compulsory purchase order.

(2) The ~~Compulsory Purchase (Vesting Declarations) Act 1981,~~1981 Act, as so applied, ~~shall have~~has effect with the following modifications.

(3) In section ~~3 (preliminary notices), for subsection (1) there shall be substituted —~~ 5B (extension of time limit during challenge)—

~~"(1) Before making a declaration under section 4 with respect to any land which is subject to a compulsory purchase order, the acquiring authority shall include the particulars specified in subsection (3) in a notice which is —~~

~~(a) given to every person with a relevant interest in the land with respect to which the declaration is to be made (other than a mortgagee who is not in possession); and~~

~~(a) 1981 c. 66. Sections 2(3), 6(2) and 11(6) were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11). Section 15 was amended by sections 56 and 321(1) of, and Schedules 8 and 16 to, the Housing and Regeneration Act 2008 (c. 17). Paragraph 1 of Schedule 2 was amended by section 76 of, and Part 2 of Schedule 9 to, the Housing Act 1988 (c 50); section 161(4) of, and Schedule 19 to, the Leasehold Reform, Housing and Urban Development Act 1993 (c. 28); and sections 56 and 321(1) of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 3 of Schedule 2 was amended by section 76 of, and Schedule 9 to, the Housing Act 1988 and section 56 of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 2 of Schedule 3 was repealed by section 277 of, and Schedule 9 to, the Inheritance Tax Act 1984 (c. 51). There are other amendments to the 1981 Act which are not relevant to this Order.~~

~~(b) published in a local newspaper circulating in the area in which the land is situated. ".~~

~~(4) In that section, in subsection (2), for "(1)(b)" there shall be substituted "(1)" and after "given" there shall be inserted "and published".~~

~~(5) In that section, for subsections (5) and (6) there shall be substituted —~~

~~"(5) For the purposes of this section, a person has a relevant interest in land if —~~

~~(a) that person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion; or~~

~~(b) that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month.".~~

~~(6) In section 5 (earliest date for execution of declaration) —~~

(a) ~~in subsection (1), after "publication" there shall be inserted "in a local newspaper circulating in the area in which the land is situated"; and~~for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)" substitute "section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)"; and

(b) ~~subsection (2) shall be omitted.~~for "the three year period mentioned in section 4" substitute "the five year period mentioned in article 26 (time limit for exercise of authority to acquire land compulsorily) of the Rail Central Rail Freight Interchange and Highway Order 201[X]".

(4) ~~(7)~~In section 7 (constructive notice to treat), in subsection (1)(a), the words "(as modified by section 4 of the Acquisition of Land Act 1981)" ~~shall be~~are omitted.

~~(8) References~~

(5) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).

(6) All references to the 1965 Act in the *~~Compulsory Purchase~~ *~~(Vesting Declarations) Act 1981 shall~~1981 Act will be construed as references to ~~that~~the 1965 Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.

Application of Part 1 of the *Compulsory Purchase *Act 1965

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

(2) In section 4A(1) (extension of time limit during challenge)—

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

(b) for "the three year period specified in section 4" substitute "the five year period mentioned in article 26 (time limit for exercise of authority to acquire land compulsorily) of the Rail Central Rail Freight Interchange and Highway Order 201[X]".

(3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for "section 4 of this Act" substitute "article 26 (time limit for exercise of authority to acquire land compulsorily) of the Rail Central Rail Freight Interchange and Highway Order 201[X]".

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

(a) omit paragraphs 1(2) and 14(2); and

(b) at the end insert—

"Part 4

Interpretation

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 34 (temporary use of land for carrying out the authorised project) or article 35 (temporary use of land for maintaining the authorised project) of the Rail Central Rail Freight Interchange and Highway Order 201[X]."

Acquisition of subsoil only

~~24.~~32.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of **article** ~~18~~25 (compulsory acquisition of land) or article 28 (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 ~~shall~~is not ~~be~~ required to acquire an interest in any other part of the land.

~~(3)Paragraph (2) shall not prevent article 26 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.~~

~~Acquisition of land limited to subsoil lying more than 9 metres beneath surface~~

~~25. (1) This article applies to the land specified in Schedule F (land of which only subsoil more than 9 metres beneath surface may be acquired).~~

~~(2)In the case of land to which this article applies, the undertaker may only acquire compulsorily under article 18 (compulsory acquisition of land) so much of, or such rights in, the subsoil of the land as may be required for the purposes of the authorised project.~~

~~(3)Where the undertaker acquires any part of, or rights in, the subsoil of the land to which this article applies, the undertaker shall not be required to acquire a greater interest in the land or an interest in any other part of it.~~

~~(4)References in this article to the subsoil of land are references to the subsoil lying more than 9 metres beneath the level of the surface of the land; and for this purpose "level of the surface of the land" means—~~

~~(a)in the case of any land on which a building is erected, the level of the surface of the ground adjoining the building;~~

~~(b)in the case of a watercourse or other water area, the level of the surface of the ground nearest to it which is at all times above water level; or~~

(c)in any other case, ground surface level.

Acquisition of part of certain properties

26.—(1)This article shall apply instead of section 8(1) of the 1965 Act (other provisions as divided land) (as applied by section 125 of the 2008 Act) where—

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

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

(2)In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat which states that the owner is willing and able to sell the whole ("the land subject to the counter-notice").

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

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

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

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

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

the owner shall be required to sell the land subject to the notice to treat.

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

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

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

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

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

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

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

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

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

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

(b)the material detriment is not confined to a part of the land subject to the

~~counter-notice,~~

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

~~(9)Where, by reason of a determination by the tribunal under this article, a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that event, shall pay the owner compensation for any loss or expense occasioned to the owner~~* ~~by the giving and withdrawal of the notice~~*~~, to be determined in case of dispute by the tribunal.~~

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

Rights under or over streets

~~27.~~33.—(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) ~~shall~~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, ~~shall be~~is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation ~~shall~~is not ~~be~~ payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) 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

~~28.~~34.—(1) The undertaker may, in connection with the carrying out of the authorised project—

(a) enter on and take temporary possession of —

(i) the land specified in columns (1) and (2) of **Schedule** ~~G~~11 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column ~~(3) of that Schedule relating to the part of the authorised project specified in column (4) of that Schedule;~~ (3) of that Schedule; and

(ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act;

(b) remove any buildings and vegetation from that land; ~~and~~

(c) construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, 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 the authorised project; and

(e) construct any works, or use the land, as specified in relation to that land of Schedule

11 (land of which temporary possession may be taken), or any mitigation works.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker ~~shall~~must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker ~~may~~must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article 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 (4) of Schedule 11 (land of which temporary possession may be taken), unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) 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, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, 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 any building, structure, drain or electric line removed under this article;

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

(c) ~~(4)of Schedule C.~~remove any new road surface or other improvements carried out under this article to any street specified in Schedule 3 (streets subject to street works).

(5) ~~(4)~~Before giving up possession of land of which temporary possession has been taken under this article, the undertaker ~~shall~~must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker ~~shall~~is not ~~be~~ required to replace a building removed under this article.

(6) ~~(5)~~The undertaker ~~shall~~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 any power conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph ~~(5)~~(6), or as to the amount of the compensation, ~~shall~~must be determined under Part 1 of the 1961 Act.

(8) Nothing in this article ~~shall affect~~affects any liability to pay compensation under section ~~10(2)~~152 of the ~~1965~~2008 Act (~~further provisions as to~~ compensation ~~for injurious affection~~in case where no right to claim in nuisance) 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 (~~5~~*6*).

(9) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker ~~shall~~is not ~~be~~ precluded from—

(a) acquiring new rights or imposing restrictive covenants over any part of that land under **article** ~~21~~28 (compulsory acquisition of rights) to the extent that such land is listed in column (1) of Schedule 11; or

(b) acquiring any part of the subsoil (or rights in the subsoil) of that land under **article** ~~24~~ 32 (acquisition of subsoil only) ~~or in accordance with article 25 (acquisition of land limited to subsoil lying more than 9 metres beneath surface)~~.

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

(11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) ~~shall apply~~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 of the 2008 Act (application of compulsory acquisition provisions).

Temporary use of land for maintaining the authorised project

~~29.~~35.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

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

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

(2) Paragraph (1) ~~shall~~does 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.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker ~~shall~~must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker is not required to comply with Paragraph (3) in a case of emergency and if an emergency exists they must—

(a) give to the owners and occupiers of the land in question notice of its intended entry or (as the case may be) of its having entered onto the land as soon as is reasonably practicable; and

(b) comply with Paragraph (1) so far as is reasonably possible in the circumstances.

(5) ~~(4)~~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) ~~(5)~~Before giving up possession of land of which temporary possession has been taken under this article, the undertaker ~~shall~~must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

~~(6)~~

(7) The undertaker ~~shall~~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, ~~shall~~must be determined under Part 1 of the 1961 Act.

Nothing in this article ~~shall affect~~affects any liability to pay compensation under section ~~10(2)~~152 of the ~~1965~~2008 Act (~~further provisions as to~~ compensation ~~for injurious affection~~in case where no right to claim in nuisance) 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).

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

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) ~~shall apply~~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 of the 2008 Act (application of compulsory acquisition provisions).

(11) In this article "the maintenance period", in relation to any part of the authorised project, means the period of 5 years beginning with the date on which that part of the authorised ~~project~~development is first ~~opened for~~brought into use.

~~**Special category land**~~

~~**30. (1) The special category land shall not vest in the undertaker until the undertaker has acquired the replacement land and *[insert name of relevant body]* has certified that a scheme for the provision of the replacement land as *[common/open space/fuel or field garden allotment]* has been implemented to its satisfaction.**~~

~~**(2)On the requirements of paragraph (1) being satisfied, the replacement land shall vest in**~~

~~*[insert name of relevant body]* subject to the same rights, trusts and incidents as attached to the special category land; and the special category land shall be discharged from all rights, trusts and incidents to which it was previously subject.~~

~~(3)In this article—~~

~~"the special category land" means the land identified as forming part of a common, open space, or fuel or field garden allotment in the book of reference and on the plan entitled "Special Category Land Plan" attached to the land plan, which may be acquired compulsorily under this Order and for which replacement land is to be provided; and~~

~~"the replacement land" means the land identified in the book of reference and on the plan entitled "Replacement Land Plan" attached to the land plan.~~

Statutory undertakers

36. ~~31.The undertaker may—~~ **Subject to the relevant provisions of Schedule 16 (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 within the limits ~~of~~**to** the land to be acquired and described in the book of reference; **and**

(b) extinguish the rights of, remove**, relocate the rights of** or reposition the apparatus belonging to statutory undertakers ~~shown on the *[insert name]* plan and described in the book of reference; and~~**over or within the Order land.**

~~(c)acquire compulsorily the new rights over land belonging to statutory undertakers shown on the *[insert name]* plan and described in the book of reference.~~

~~Apparatus and rights of statutory undertakers in stopped-up streets~~

~~32. (1) Where a street is stopped up under article 9 (stopping up of streets), any statutory utility whose apparatus is under, in, on, along or across the street shall have the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.~~

~~(2)Where a street is stopped up under article 9, any statutory utility whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker shall—~~

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

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

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

~~(a)the execution of the relocation works required in consequence of the stopping up of the street; and~~

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

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

~~(a)apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or~~

~~(b)apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,~~

~~and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the~~

~~execution of the relocation works exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which, apart from this paragraph, would be payable to the statutory utility by virtue of paragraph (3) shall be reduced by the amount of that excess.~~

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

~~(a)an extension of apparatus to a length greater than the length of existing apparatus shall 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~~ *~~shall be treated as if it also had been agreed or had been so determined.~~

~~(6)An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.~~

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

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

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

~~(8)In this article—~~

~~"apparatus" has the same meaning as in Part 3 of the 1991 Act;~~

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

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

~~(a) 2003 c.21. There are amendments to this Act which are not relevant to this Order.~~

Recovery of costs of new connections

~~33.~~**37.**—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under **article** ~~31~~**36** (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus ~~shall be~~**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) ~~shall~~**does** not apply in the case of the removal of a public sewer but where such a sewer is removed under **article** ~~31,~~**36 (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~~,~~

~~shall be~~**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 ~~shall~~**does** not have effect in relation to apparatus to which ~~article 32 (apparatus and rights of statutory undertakers in stopped-up streets) or~~ Part 3 of the 1991 Act applies.

(4) In this paragraph—

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

---

(a) 2000 c.21.

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

~~Railway and navigation undertakings~~

~~34.—(1) Subject to the following provisions of this article, the undertaker may not under article 8 (street works) break up or open a street where the street, not being a highway maintainable at public expense (within the meaning of the 1980 Act)—~~

~~(a) is under the control or management of, or is maintainable by, railway or tramway undertakers or a navigation authority; or~~

~~(b) forms part of a level crossing belonging to any such undertakers or to such an authority or to any other person,~~

~~except with the consent of the undertakers or authority or, as the case may be, of the person to whom the level crossing belongs.~~

Guarantees in respect of payment of compensation

38.—(1) If the benefit of the Order is transferred to a person pursuant to article 8(1) (consent to transfer benefit of the Order) other than a person for which the consent of the Secretary of State is not required under article 8(4) and following the completion of an instrument to effect the transfer of the benefit of the Order under article 8(1), the new undertaker must not exercise a power conferred by articles 25 to 37 (powers of acquisition) unless a guarantee or alternative form of security in respect of the liabilities of the undertaker to pay compensation under the power being exercised is first secured.

(2) ~~Paragraph (1) shall not apply to the carrying out under this Order of emergency works, within the meaning of Part 3 of the 1991 Act.~~Sub-paragraph 1 shall not apply in the event that the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(a) no such claims have been made;

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

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

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

(e) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation shall be payable.

(3) The form of guarantee or security referred to in sub-paragraph (1), and the amount guaranteed or secured, must be approved by the Secretary of State.

(4) The undertaker must provide the Secretary of State with such information as the Secretary of State may reasonably require relating to the interests in the land affected by the exercise of the powers conferred by articles 25 to 37 (powers of acquisition) for the Secretary of State to be able to determine the adequacy of the proposed guarantee or security including—

(a) the interests affected; and

(b) the undertaker's assessment, and the basis of the assessment, of the level of compensation.

(5) ~~(3)~~A ~~consent given for the purpose of paragraph (1) may be made subject to such reasonable conditions as may be specified by the person giving it but shall not be unreasonably withheld.~~guarantee or other security given in accordance with this article that guarantees or secures the undertaker's payment of compensation under this Part shall be enforceable against the guarantor or provider of security by any person to whom such compensation is properly payable.

~~(4) In this paragraph "navigation authority" means any person who has a duty or power~~

~~under any enactment to work, maintain, conserve, improve or control any canal or other inland navigation, navigable river, estuary or harbour.~~

(6) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 10 years from the date on which the relevant power is exercised.

PART 6

MISCELLANEOUS AND GENERAL

Operation and use of railways

39.—(1) The undertaker may operate and use the railway comprised in the authorised development and any other elements of the authorised development as a system, or part of a system, of transport for the carriage of goods.

(2) Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 (the provision of railway services) of the Railways Act 1993(a).

(a) 1993 c. 43. This Act has been amended by the Transport Act 2000 (c. 38), the Railways and Transport Safety Act 2003 (c. 20) and the Railways Act 2005 (c. 14). There are other amendments to this Act which are not relevant to this Order.

Operational land for the purposes of the 1990 Act

40. Development consent granted by this Order within that part of the Order limits upon which the highway works are to be carried out is to* be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is *treated as operational land for the purposes of that Act).

Charges

41. The undertaker may demand, take or recover or waive such charges for carrying goods on the railway comprised in the authorised development, or for any other services or facilities provided in connection with the operation of that railway, as it thinks fit.

Application of landlord and tenant

law ~~35.~~42.—(1) This article applies to—

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

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

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

(2) Accordingly, no such enactment or rule of law ~~shall apply~~applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

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

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

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

Operational land for purposes of the 1990 Act

36.Development consent granted by this Order shall* be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is *to be treated as operational land for the purposes of that Act).**

Deemed consent under section 34 of the Coast Protection Act 1949

37.The undertaker is granted deemed consent under section 34 of the Coast Protection Act 1949(a) to carry out the works described in Schedule H, subject to the requirements set out in that Schedule.

Deemed licence under Part 2 of the Food and Environment Protection Act 1985

38.The undertaker is granted a deemed licence under Part 2 of the Food and Environment Protection Act 1985(b) to carry out the works described in Schedule I, subject to the requirements set out in that Schedule.

Felling or lopping of trees and removal of hedgerows

39.43.—(1) **The****Subject to sub-paragraph (4) the** undertaker may fell or lop any tree or shrub near any part of the authorised **project****development**, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree **or,** shrub **or hedgerow**—

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

(b) from constituting a danger to **passengers or other** persons using the authorised **project****development**.

(2) In carrying out any activity authorised by paragraph (1), the undertaker **shall do no****must not cause** unnecessary damage to any tree **or,** shrub **or hedgerow** and **shall****must** pay compensation to any person for any loss or damage arising from such activity.

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

(a)1949 c.74. Section 34 has been amended by section 36 of the Merchant Shipping Act 1988 (c.12). There are other amendments to the 1949 Act which are not relevant to this Order.

(b)1985 c.48. Sections 5 and 6 in Part 2 have been amended by sections 146(2) and 162 of, and Part 8 of Schedule 16 to, the Environmental Protection Act 1990 (c. 43). There are other amendments to the 1985 Act which are not relevant to this Order*.*

Trees subject to tree preservation orders

40.* (1) The undertaker may fell or lop any tree *described in Schedule J [and identified on the *[insert name]* plan, or cut back its roots** if it reasonably believes it to be necessary ***in order to do so to prevent the tree or shrub—**

(4) *The undertaker may, for the purposes of the authorised project—*

(a) *from obstructing or interfering with the construction, maintenance or operation** **of the authorised project or any apparatus used in connection with the authorised project; or****remove any hedgerows within the Order limits and specified in Schedule 14 Part 1 (removal hedgerows) that may be required; and**

(b) ~~from constituting a danger to passengers or other persons using the authorised project.~~remove the important hedgerows as are within the Order limits and specified in Schedule 14 Part 2 (removal of important hedgerows).

(5) ~~(2)~~In ~~carrying out any activity authorised by paragraph (1)~~ this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerow Regulations 1997(a).

~~(a)the undertaker shall do no unnecessary damage to any tree or shrub and shall pay compensation to any person for any loss or damage arising from such activity; and~~

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

~~(3)The authority given by paragraph (1) shall constitute~~* ~~a deemed consent under the relevant tree preservation order.~~*

Protection of interests

44. ~~(4)~~*~~Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation,~~ *~~shall be determined under Part 1 of the 1961 Act.~~Schedules 16 (protective provisions) to this Order have effect.

Certification of plans etc.

~~41.~~

45.—(1) The undertaker ~~shall~~must, as soon as practicable after the making of this Order, submit to the ~~decision-maker~~Secretary of State copies of—

(a) the works plans (Document 2.4);

(b) the parameters plans (Document 2.13 and 2.14);

(c) the code of construction practice (Document 6.1.5.2);

(d) outline construction and operational environmental management plan (Document 6.1.5.2);

(e) the green infrastructure plan (Document 2.13);

(f) the design and access statement (Document 7.2);

(g) the environmental statement (Document 6.1);

(h) the written scheme of archaeological investigation (Document 7.14);

(i) the framework travel plan (Document 7.8);

(j) the framework construction traffic management plan (Document 7.9a);

(k) the framework operational traffic management plan (Document 7.9b);

(l) the outline 15 year landscape management and maintenance plan (Document 7.11);

(m) the public rights of way strategy (Document 7.6);

(n) the outline ecological creation and habitat management plan (Document 7.10);

(o) the street works plans stopping up of highway (Document 2.7);

(p) the plans showing public rights of way to be stopped up (Document 2.6);

(q) the private means of access plans (Document 2.17);

(r) the highway classifications plans (Document 2.8);

(s) the speed limit plans (Document 2.18);

(t) the traffic regulation order plan (Document 2.27);

(u) the access to works plans (Document 2.5);

(v) ~~(a)~~the book of reference (Document 4.3);

(w) ~~(b)~~the land ~~plan~~plans (Document 2.2);

~~(c)the rights plan;~~

~~(d)the works plan;~~

~~(c)the sections; and~~

(x) ~~(f)any other plans or documents referred to in this Order,~~the Order limits plans (Document 2.12); and

(y) sustainability appraisal (Document 7.17),

(z) the highway works components plans (Documents 2.27 and 2.29 to 2.43), (aa) the Regulation 6(2) plans (Document 2.28),

(bb) the Illustrative Rail Interchange Drawings (Documents 2.20 to 2.24), (cc) public rights of way strategy plans (Document 2.44),

(dd) the Hedgerow and Tree Retention and Removal Plan (Document 2.19),

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(a) S.I. 1 the framework construction traffic management plan (Document [7.9a]) 997/1160;

for certification that they are true copies of the documents referred to in this Order.

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

Service of notices

46.—(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 other 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 (6) 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 as 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 that land (describing it); and

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

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

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

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

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

(d) 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 7 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

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(a) 1978 c. 30.

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date may not be less than 7 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—

"electronic transmission" means a communication transmitted—

(a) by means of electronic communications network; or

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

"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.

Arbitration

~~42.~~ 47.—(1) Any difference under any provision of this Order, unless otherwise provided for, ~~shall~~must be referred to and settled in arbitration in accordance with the rules at Schedule 15 (arbitration rules) of this Order, by a single arbitrator to be agreed ~~between the parties or, failing agreement~~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 ~~the~~ application of either party (after giving written notice ~~in writing~~ to the other) by the ~~*[insert appropriate body]*~~Secretary of State.

(2) Where the referral to arbitration under paragraph (1) relates to a difference with the Secretary of State, in the event that the parties cannot agree upon a single arbitrator within the specified time period stipulated in paragraph (1), either party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

Governance of requirements and amendments to approved details

48.—(1) With respect to any plans, details or schemes which require approval by the relevant planning authority or relevant highway authority pursuant to any requirement in Schedule 2 (the "Approved Plans, Parameters, Details or Schemes"), the undertaker may submit to the relevant planning authority or relevant highway authority for approval any amendments to the Approved Plans, Parameters, Details or Schemes and following any such approval by the relevant planning authority or relevant highway authority the Approved Plans, Parameters, Details or Schemes is to be taken to include the amendments approved pursuant to this subparagraph.

(2) Approval under sub-paragraph (1) for the amendments to the parameters identified in Schedule 2 must not be given except where it has been demonstrated to the satisfaction of the relevant planning authorities that the subject-matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects in comparison with the authorised development as approved (as identified in the environmental statement).

Crown rights

49.—(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—

(a) to use, enter upon or in any manner interfere with any land or rights of any description—

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

(ii) belonging to Her 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

(iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department;

(b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).

(2) ~~Schedule A~~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.

~~AUTHORISED PROJECT~~

~~Part 1~~

Procedure in relation to certain approvals etc.

50.—(1) Where an application is made to or request is made of the relevant planning authority, a highway authority, a traffic authority, a street authority, or the owner of a watercourse, sewer or drain for any consent, agreement or approval required or contemplated by any of the provisions of the Order, such consent, agreement or approval to be validly given, must be given in writing and must not be unreasonably withheld or delayed and if no response is received in writing within 28 days, or eight weeks if in accordance with Schedule 17 (procedure for discharge of requirements) of this Order, of the application or request being made then any such approval is deemed to have been given.

(2) Schedule 17 (procedure for discharge of requirements) is to have effect in relation to all consents, agreements or approvals required from the relevant planning authority in respect of discharge of requirements listed in Schedule 2.

(3) Where an application is made to or request is made of the relevant planning authority for any consent, agreement or approval required or contemplated by any requirement where a third party is a consultee under that requirement, such application or request must at the same time be sent to that third party for its reference*.*

Trees subject to tree preservation orders

51.*—(1) The undertaker may fell or lop any tree *within or overhanging land within the Order limits subject to a tree preservation order which was made after March 2017 or cut back its roots,* if it reasonably believes it to be necessary *to do so in order to prevent the tree

from obstructing or interfering with the construction, maintenance or operation **of the authorised project or any apparatus used in connection with the authorised project.**

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

(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) 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, ***is to be determined under Part 1 of the 1961 Act.**

Signed by the* authority of the Secretary of State for
***Transport**

Name

Address **Head of the Transport and Works Act Orders Unit Date** **Department for Transport**

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 7- Rail Central Market Assessment Report

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange and Highway Order 201[x]

Market Assessment Report

PINS Reference Number:
TR050004

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September 2018

Version 1.0

Planning Act 2008 | Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

Rail Central

Market Assessment Report

Prepared by JLL (Jones Lang LaSalle Incorporated)

September 2018

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1. Executive Summary

1.1 The Government's National Policy Statement for National Networks (2014) recognises that there is a 'compelling need' for an expanded network of Strategic Rail Freight Interchanges (SRFIs). According to the Government, this reflects a number of key drivers including the changing needs of the logistics sector, rail freight growth, the environmental advantages of rail freight and the economic and employment benefits that SRFIs can generate.

1.2 The Government's Rail Freight Strategy (2016) includes independent analysis that identifies the availability of rail freight interchange capacity, including SRFIs, as a key constraint on the growth of rail freight. This is particularly the case for ports intermodal traffic and domestic intermodal traffic, two of the key rail freight sectors that have seen strong growth. These two sectors are the main drivers of demand from companies for logistics facilities on SRFIs, and for the use of rail interchanges at SRFIs by companies located either on SRFIs or in their surrounding catchment areas.

1.3 Network Rail has also identified a shortage of capacity noting that network capacity and capability enhancements are ineffective if there is insufficient terminal capacity to accommodate the traffic they enable. Therefore, without additional rail freight interchange capacity the benefits associated with rail freight and modal shift from road will not be secured and freight movement will continue to be predominantly road-based.

1.4 The logistics sector makes a vital contribution to the UK economy. Structural changes in logistics and supply chain management have driven a wave of demand for large-scale logistics buildings, which are critical nodes in virtually all supply chains. E-commerce is just one of these drivers, but it has expanded hugely over recent years and it is forecast to continue growing. There is increasing evidence that many companies are either currently using rail, or are seeking to use it, within their supply chain operations. These companies include major retail supermarkets and other retailers, food and drink manufacturers, automotive manufacturers and leading logistics service providers.

1.5 Within the UK, the Midlands attracts a substantial proportion of all occupier demand for large logistics facilities, due to its central strategic location and market access, the quality of its transport infrastructure, the availability of suitable sites and the availability of appropriate labour and skills. Within this area, the 'Golden Triangle', which includes the location of the Proposed Development, is recognised as the epicentre for UK logistics. It is the key area for National Distribution Centres (NDCs) and it includes many Regional Distribution Centres (RDCs). The Midlands is also at the heart of the UK rail freight network and hence it plays a key role in both national and regional freight movements. Given these facts, it is unsurprising that the Midlands and 'Golden Triangle' are also key areas for SRFIs. This is highlighted by the existing SRFIs in the Midlands at: DIRFT; Hams Hall; BIFT, Birch Coppice; and East Midlands Gateway currently under construction.

1.6 There is strong demand from companies for large-scale logistics facilities on SRFIs. Across GB, some 2.28 million sq m (24.5 million sq ft) of floorspace is occupied in large logistics buildings of 9,290 sq m (100,000 sq ft) and over on eight existing

SRFIs;[1] within the 'Golden Triangle' 1.45 million sq m (15.65 million sq ft) is occupied in large logistics units on four existing SRFIs. In addition, across GB, the vacancy rate for large logistics units on the eight existing SRFIs is just 3%, less than half that for the market generally (7%); and within the 'Golden Triangle' the large logistics buildings on the four existing SRFIs are 100% occupied. The intermodal rail terminals at SRFIs also attract use from companies either on SRFIs or in their surrounding catchment areas.

1.7 Within the 'Golden Triangle' the catchment areas of the existing SRFIs (and other distribution parks without rail access) overlap to varying extents but this has not prevented each from growing and developing because of strong demand, as highlighted in their respective levels of development and occupation. The Proposed Development has a strong catchment area with 371 large-scale modern logistics buildings totalling 8.19 million sq m (88.18 million sq ft) within a 50 km radius of the site. These facilities are occupied by more than 200 different companies, including many which are already using rail or which, based on their products and supply chains, might reasonably be considered as potential rail freight users.

1.8 The Proposed Development at Rail Central would complement the existing network of SRFIs by advancing it further south and help to service market areas that are underprovided for in terms of SRFIs and other distribution parks with no realistic prospect of securing direct rail access. For example, the National Policy Statement for National Networks recognises the particular challenge in expanding rail freight interchanges to service London and the South East. This is due to a lack of suitable sites to service these regions. As Rail Central is situated at the southern tip of the 'Golden Triangle' it would be well located to also help service these markets, which together comprise the largest consumer market in the UK.

[1] JLL's property data refer to GB not UK as Northern Ireland is not included within our datasets.

2. Introduction

Overview

2.1 This report has been prepared by JLL to accompany the Development Consent Order (DCO) application for Rail Central, a Strategic Rail Freight Interchange (SRFI) in Northamptonshire, which includes rail-served distribution floorspace and integrated rail freight interchange facilities.

2.2 JLL is a global real estate consultancy with a market leading position in the UK and European logistics property markets. In Great Britain (GB), JLL's National Industrial and Logistics Agency team advised on around 38% of all new floorspace taken-up for occupation over the three years 2015 to 2017 inclusive, and 35% of the total number of new buildings taken-up[2]. The team is instructed on some of the largest and most significant logistics developments in the country including:

- Gazeley's Magna Park, Milton Keynes;
- Prologis's Daventry International Rail Freight Interchange (DIRFT) phase III; and
- DP World's London Gateway.

2.3 JLL has a dedicated UK Industrial and Logistics Research team that tracks occupier transactions and demand involving large distribution buildings of 9,290 sq m (100,000 sq ft) and over and the supply of the same types of buildings across GB.

2.4 The Planning Act 2008 defines a rail freight interchange that is a 'nationally significant infrastructure project' (NSIP) as being at least 60 hectares in area and capable of handling consignments of goods from more than one consignor and to more than one consignee, and at least four goods trains per day. In addition, the interchange must be part of the rail network in England and must include warehouses to which goods can be delivered from the rail network either directly or by means of another form of transport.[3]

Rail Central

The Proposed Development

2.5 The Proposed Development is for a SRFI with associated highway works and ancillary development on land at Arm Farm, Milton Malsor, Northamptonshire. An element of the highway works - that is improvements to J15a of the M1 motorway - constitutes an NSIP in its own right. Both NSIPs are being pursued in a single application for a DCO.

2.6 It is anticipated that the Proposed Development will comprise the following key elements:

- Demolition of existing buildings and structures;
- An intermodal freight terminal with direct connections to the Northampton

[2] Market share estimates based on Grade A buildings of 9,290 sq m (100,000 sq ft) and over.

[3] The Planning Act 2008 (Chapter 29) Section 26.

Loop Line, capable of accommodating trains of up to 775m long, including up to 3 gantry cranes, container storage facilities, a train maintenance depot and facilities to transfer containers to Heavy Goods Vehicles (HGV);

- An express freight terminal with direct connections to the West Coast Main Line, capable of accommodating trains of up to 240m long, a freight platform with associated loading and unloading facilities;

- Up to 702,097 sq m, Gross External Area, of rail connected and rail served warehousing and ancillary service buildings including a lorry park, terminal control building and bus terminal;

- New road infrastructure including a new separated access point on the A34 (T), an internal site underpass (under Northampton Road) and necessary utilities infrastructure; and

- Strategic landscaping and open space including alterations to public rights of way, the creation of new ecological enhancement areas and publicly accessible open areas, flood attenuation, and the partial diversion of the Milton Malsor brook.

2.7 Access to the site is proposed from the A43 via a new grade separated junction (GSJ) west of the development alongside a range of other highway improvements including substantial improvements to J15a of the M1 motorway.

2.8 Although delivery will be market driven, it is anticipated that the Proposed Development will take around 10 years to deliver with first occupation of any development envisaged for 2021.

Promoters

2.9 The Proposed Development is being jointly promoted by Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

2.10 Gazeley is a leading developer, investor, owner and manager of prime logistics real estate in Western Europe. The business is focused on the UK, France, Germany, and The Netherlands, the four strongest logistics markets in Europe. Gazeley has industry leading capabilities across the whole value chain including Investment, Development, Asset management and Leasing as well as a proven track record of delivering 8 million sq m (86.1 million sq ft) of warehouse space to a cross-section of industry customers including John Lewis, B&Q, DHL (& UK Mail) and Amazon.

2.11 In December 2017, Gazeley became part of GLP, the leading global provider of modern logistics facilities and technology-led solutions. GLP's real estate fund platform is one of the largest in the world, spanning 62 million sq m (667 million sq ft) spread across eight countries globally.

2.12 Gazeley's developments include:

- Magna Park Milton Keynes, UK: 464,500 sq m (5 million sq ft) let to customers including John Lewis, Waitrose & AG Barr;

- Magna Park Lutterworth, UK: 743,200 sq m (8 million sq ft) at the heart of the 'Golden Triangle';

- Magna Park Kassel, Germany: 120,770 sq m (1.3 million sq ft) rail-connected distribution hub for Volkswagen.

Target Market

2.13 The target market that the Proposed Development seeks to address is the demand for large- scale logistics facilities from predominantly 'blue chip' companies – including retailers, manufacturers and third party logistics contractors. Companies require these facilities for the efficient operation of their supply chains.

2.14 The most likely specific target market will be companies that require National Distribution Centres (NDCs) and Regional Distribution Centres (RDCs). As highlighted in Appendix 1, there is evidence of on-going demand for large-scale distribution facilities and increasing evidence that many companies are either currently using rail, or are seeking to use it, within their supply chain operations.[4] These companies include major retail supermarkets and other retailers, food and drink manufacturers, automotive manufacturers and large logistics and supply chain specialists.

Scope and structure of report

2.15 Following this introduction, Section 3 sets out the relevant policy and evidence base. The key policy focused on in this section is the National Policy Statement for National Networks which makes clear the Government's view that there is a 'compelling need' for an expanded network SRFIs.

2.16 Section 4 considers the importance of logistics to the UK economy. This section starts by defining the nature of logistics and the structure of the industry, before reviewing its economic value, and commenting on the drivers of demand for logistics property. This section highlights the significance of the Midlands and the 'Golden Triangle' in the logistics property market before examining the growth of rail freight and the role of SRFIs.

2.17 Section 5 provides a market area assessment relevant to the Proposed Development, based on an examination of market demand and supply in the 'Golden Triangle'.

2.18 Section 6 provides our overall conclusions.

2.19 Appendix 1 provides a national and regional logistics property market overview. The national review focuses on GB. The regional review considers activity in the Midlands – both the East and West Midlands combined and separately.

2.20 Appendix 2 provides a table of available sites that are being promoted by developers in the 'Golden Triangle'.

[4] FTA On track! Retailers using rail freight to make costs and carbon savings, 2012

3 Policy and Evidence Base

Introduction

3.1 This section provides a review of the principal relevant policy documents relating to SRFIs. The focus is on the National Policy Statement for National Networks (NN NPS) (2014), as this is the basis for the examination of nationally significant infrastructure projects by the Examining Authority and decisions by the Secretary of State.

National policy and evidence

National Policy Statement for National Networks, December 2014

3.2 The NN NPS sets out the need for, and the Government's polices to deliver, development of NSIPs on the national road and rail networks in England. This includes national road, rail and SRFI developments.

3.3 The Government's vision and strategic objectives are to deliver national networks that meet the country's long-term needs thereby supporting a prosperous and competitive economy and improving the overall quality of life. It recognises that: 'Well-connected and high-performing networks with sufficient capacity are vital to meet the country's long-term needs and support a prosperous economy.'[5] It also states that there is a need for better integration between the transport modes, including linkages to port and airports. Overall, it says that the Government has concluded that there is a 'compelling need'[6] for development of the national networks – both as individual networks and as an integrated system.

3.4 With respect to SRFIs, the NN NPS highlights that over recent years rail freight has begun to play an increasingly significant role in logistics and has become a more important driver of economic growth[7]. However, it acknowledges that for many freight movements rail is unable to make the full end- to-end journey and hence rail freight interchanges are required to enable freight to be transferred between transport modes. In this respect:

'The aim of a strategic rail freight interchange (SRFI) is to optimise the use of rail in the freight journey by maximising rail trunk haul and minimising some elements of the secondary distribution leg by road, through co-location of other distribution and freight activities. SRFIs are a key element in reducing the cost to users of moving freight by rail and are important in facilitating the transfer of freight from road to rail, thereby reducing trip mileage of freight movements on both the national and local road networks.'[8]

3.5 With 'the users and buyers of warehousing and distribution services increasingly looking to integrate rail freight into their transport operations', the development of new rail freight interchanges is required and these 'need to be located alongside the major rail routes, close to major trunk roads, as well as near to the conurbations that

[5] Department for Transport, National Policy Statement for National Networks, December 2014, para 2.1
[6] Department for Transport, National Policy Statement for National Networks, December 2014, para 2.10
[7] Department for Transport, National Policy Statement for National Networks, December 2014, para 2.42
[8] Department for Transport, National Policy Statement for National Networks, December 2014, para 2.44

consume the goods.'[9]

3.6 The NN NPS identifies a range of different drivers behind the need for SRFIs, namely[10]:

- The changing needs of the logistics sector including supporting a movement from road to rail freight, more sustainable distribution, rail freight growth and supporting the changing needs of the logistics industry, particularly retailers and the ports sector.

- The growth in rail freight and its forecast growth. At the time of the NN NPS, the latest forecasts were those produced for Network Rail's 2013 *Freight Market Study,* but the Government accepted that: 'These forecasts will change over time as our understanding improves and circumstances change'[11].

- Environmental benefits associated with the lower carbon emission from rail freight compared with road. As it explains in paragraph 2.35, this is because tonne for tonne, rail freight produces 70% less CO2 than road freight, up to fifteen times lower NOx emissions and nearly 90% lower PM10 emissions. Rail freight also has de-congestion benefits for roads, as each freight train can remove between 43 and 77 HGVs from the road, depending on its load.

- Economic benefits in terms of jobs and growth. In particular, the NN NPS recognises that SRFIs can provide many new job opportunities and contribute to improvements in people's skills and the use of technology.

3.7 Having considered the drivers of need, the NN NPS also considers the various options to address need. As set out in Table 4, page 22, the identified options involved:

- Reliance on the existing rail freight interchanges to manage demand;

- Reliance on road-based logistics; and

- Reliance on a larger network of smaller rail freight interchange terminals.

3.8 The Government dismissed each option as being 'neither viable nor desirable' (paragraph 2.55). In the first case, simply relying on the existing network of rail freight interchanges would lead to rising road congestion and congestion at deep sea container ports, which would constrain economic growth, private sector investment and job generation. In the second case, the result would be rising congestion on the road network and at ports, together with an increase in carbon emissions. In the third case, reliance on an expanded network of smaller terminals would not provide the economies of scale and operating efficiencies offered by SRFIs and, therefore, would not support the increasing performance and efficiency required by the country's 'logistics system'.

3.9 Based on these drivers, and the absence of viable or desirable alternative options, the Government has concluded that there is a 'compelling need for an expanded network

[9] Department for Transport, National Policy Statement for National Networks, December 2014 para 2.45
[10] Department for Transport, National Policy Statement for National Networks, December 2014 para 2.46-para 2.52
[11] Department for Transport, National Policy Statement for National Networks, December 2014 para 2.49

of SRFIs.'[12]

3.10 Whilst recognising the need for an expanded network of SRFIs, the NN NPS acknowledges that the number of locations suitable for SRFIs will be limited due to locational requirements and the need for good connections to both the rail and road networks, and that this will restrict the scope of developers to identify viable alternative sites. In particular, it recognises the challenge in expanding rail freight interchanges servicing London and the South East.[13]

3.11 With respect to the function of SRFIs, the NN NPS says that:

'*Rail freight interchanges are not only locations for freight access to the railway but also locations for businesses, capable now or in the future, of supporting their commercial activities by rail. Therefore, from the outset, a rail freight interchange (RFI) should be developed in a form that can accommodate both rail and non-rail activities*.'[14]

3.12 With respect to transport links and the location requirements, the NN NPS says that SRFIs need to be 'appropriately located relative to the markets they will serve'[15] and should have good road access, because the vast majority of freight in the UK is moved by road. Adequate links to rail are also essential and 'a SRFI should ideally be located on a route with a gauge capability of W8 or more, or capable of enhancement to a suitable gauge.'[16] Access to available and appropriate labour is also important.[17]

3.13 With respect to scale and design, the NN NPS says that: 'Applications for a proposed SRFI should provide for a number of rail connected or rail accessible buildings for initial take-up, plus rail infrastructure to allow more extensive rail connection within the site in the longer term.' However: 'It is not essential for all buildings on the site to be rail connected from the outset, but a significant element should be.'[18]

3.14 In JLL's view it is the co-location of distribution and freight activities at scale along with the provision of intermodal facilities (and often the provision for dedicated rail-served buildings) that generally distinguishes a SRFI from other types of rail freight interchanges. The ability to co locate large distribution buildings on the same site that provides rail access (either via dedicated rail-connected buildings or via access to an intermodal terminal) is critical because it makes rail a much more attractive option for companies compared with the alternative of having to undertake a road journey to or from an intermodal terminal. This is because a road journey at the start or end of a transport operation adds significant costs, time and uncertainty compared with the case where the company using rail is located on a SRFI site. Therefore, by locating a large distribution facility on a SRFI site rail becomes commercially more attractive, and the break-even distance[19] for rail is lower than would be the case with a road

[12] Department for Transport, National Policy Statement for National Networks, December 2014, para 2.56
[13] Department for Transport, National Policy Statement for National Networks, December 2014, para 2.58
[14] Department for Transport, National Policy Statement for National Networks, December 2014, para 4.83
[15] Department for Transport, National Policy Statement for National Networks, December 2014, para 4.84
[16] Department for Transport, National Policy Statement for National Networks, December 2014, para 4.85
[17] Department for Transport, National Policy Statement for National Networks, December 2014, para 4.87
[18] Department for Transport, National Policy Statement for National Networks, December 2014, para 4.88
[19] The break-even distance is the distance over which rail (in this case) becomes commercially viable compared with other transport modes, such as road. Where a journey starts and ends with a road leg and involves two intermodal operations (at either end of the rail leg) then, other things being equal, the break-even distance will be generally longer than where a journey can eliminate one or both road legs and one or both

journey at the start or end of the transport operation. By reducing the break-even distance, SRFIs create demand for freight journeys by rail. Instead of being mainly dependent on relatively long haul movements (e.g. from the East Midlands to Scotland) rail can become commercially viable for shorter journeys (e.g. Midlands to London).

Rail Freight Strategy, September 2016

3.15 The Rail Freight Strategy published by the Department for Transport in September 2016 sets out the Government's vision for expanding the role of rail freight. The Strategy recognises that the UK freight and logistics sector is critically important to the competitiveness and growth of the UK economy, and it highlights specifically the benefits of rail freight:

'Analysis by KPMG in 2015 estimated the benefits of rail freight to the UK economy at £1.6 bn per year, including productivity gains for UK businesses, reduced road congestion and environmental benefits. Each tonne of freight transported by rail reduces carbon emissions by 76 per cent compared to road, and each freight train removes 43-76 HGVs from the roads. The rail freight industry is also an important employer in its own right.'[20]

3.16 The Rail Freight Strategy refers to further work which the Department for Transport commissioned Arup to undertake to assess the opportunities for rail freight growth by commodity and to review the key capacity constraints that could limit this growth. The Strategy makes clear that this assessment is not intended to replace or be directly comparable to the 'unconstrained' forecasts produced by Network Rail in its *Freight Markets Study* 2013. Among the keys constraints which Arup identified were:

- **for Ports intermodal traffic** (i.e. deep sea containers arriving into the UK): interchange capacity; gauge restrictions, and availability of freight paths;

- **for the Domestic intermodal traffic** (containers being transported within the UK): the key constraint to unlocking potential in this sector – availability / construction of suitable rail-connected interchange facilities including SRFIs.[21]

3.17 Based on the Arup study and industry engagement the Rail Freight Strategy sets out four priority areas for further action by government and industry: innovation and skills; network capacity; track access charging and 'telling the story of rail freight', i.e. better communication between the rail freight industry and its customers or potential customers to sell its benefits.

3.18 One area that the Strategy highlights in terms of innovation and skills is the scope for rail freight to explore innovative models that build on the particular strengths of rail and meet the demand of customers for a reliable, flexible and rapid delivery service. In this respect, one area it identifies is express rail freight, in which rail is used for the rapid movement of consignments with relatively short delivery timescales, including parcels. This has already been subject to trials, as the Strategy highlights in a case study based on Colas Rail working in partnership with Eddie Stobart/Sainsbury's and TNT Urban Logistics. This potential for innovation and the use of express rail services is clearly pertinent to the Proposed Development as it includes an express freight terminal as a key element.

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intermodal operations, as might be the case for example in a journey involving the movement of freight between two warehouses with dedicated rail sidings.

[20] Department for Transport Rail Freight Strategy, September 2016, para 42.

[21] Department for Transport Rail Freight Strategy, September 2016,Table 1.

Freight & National Passenger Operations Route Strategic Plan, February 2018

3.19 In the Freight & National Passenger Operations Route Strategic Plan, Network Rail sets out their five-year plan for the period 1 April 2019 to 31 March 2024, which is referred to as Control Period 6 (CP6). The plan includes the first stage of a longer-term vision to facilitate significant rail freight growth over the next 15 years.

3.20 The plan highlights the changing nature and dynamics of rail freight with the 'sector simultaneously managing sustained growth in sectors such as intermodal and construction whilst continuing to manage the reduction in coal volumes since 2014/15.'[22] To illustrate this change, it notes that 'in recent years most of the major supermarkets have started to utilise rail for trunk haul movement of goods from their national distribution centres to regional centres and even to store.' [23]

3.21 The plan includes new rail freight growth forecasts, produced by MDS Transmodal, which update - for a shorter period - those it previously provided for Network Rail's 2013 *Freight Market Study*, which are referred to in the NN NPS.

3.22 The new forecasts are based on four scenarios for 2023/24 growth compared to the 2016/17 base, to reflect the uncertainty in forecasting rail freight and the dependency on factors outside the control of the freight operating companies or Network Rail. The scenarios are:-

- A2: factors which favour rail relative to road, with low market growth;
- B2: factors which favour rail relative to road, with high market growth;
- C2: factors which disfavour rail relative to road, with low market growth;
- D2: factors which disfavour rail relative to road, with high market growth.

3.23 In addition to these unconstrained demand forecasts, MDS Transmodal also provided forecasts for two more scenarios which include capacity constraints:

- A3: factors which favour rail relative to road with low and constrained market growth. This is as per scenario A2 but with network constraints.
- B3: factors which favour rail relative to road, with high and constrained market growth. This is as per scenario B2 but with network constraints.[24]

3.24 Table 3.1 summarises these forecasts for freight lifted in 2023/24 for the four unconstrained scenarios (A2 -D2) and two constrained scenarios (A3 and B3).

[22] Network Rail, FNPO Route Strategic Plan, page 21
[23] Network Rail, FNPO Route Strategic Plan, page 21
[24] Network Rail, FNPO Route Strategic Plan, page 24-25

Table 3.1: Forecasts of total freight lifted by rail in 2023/24 compared with 2016/17

Million tonnes	2016/17	A2	A3	B2	B3	C2	D2
Total freight	85.8	104.6	101.5	128.2	119.7	78.4	97.1
% change on base	-	22%	18%	49%	40%	-9%	13%

Source: MDS Transmodal in Network Rail FNPO Route Strategic Plan, February 2018, page 25.

3.25 For the purposes of this version of the CP6 plan, Network Rail assume the average of the two pro-rail constrained scenarios (i.e. A3 and B3) and the two pro-road scenarios (C2 and D2). This is equal to 15.6% total growth in freight lifted between 2016/17 and 2023/24. This is equivalent to 2.1% growth per annum.[25]

3.26 Network Rail go on to note that:

'The rail freight strategies of the UK and Scottish Government, supported by both our traffic forecast for CP6 and wider sector opinion, suggest that there are:

- *Immediate* opportunities for rail freight volume growth, particularly across the intermodal, construction and automotive sectors
- *Longer term* opportunities in emerging new markets such as retail logistics, express freight and urban logistics.'[26]

3.27 This document also highlights the critical role that rail freight interchanges play in facilitating rail freight growth. In particular, it says that:

3.28 'Network capacity and capability enhancements are ineffective if there is insufficient terminal capacity to accommodate the traffic they enable, such capacity being a function of both the number of terminals and their respective individual capability.'[27]

3.29 With respect to intermodal rail freight traffic, which is one of the sectors that offers the most immediate growth prospects, it says that:

'Additional inland terminal facilities are required and this need is primarily addressed by Strategic Rail Freight Interchange (SRFI) developments.

SRFI's are typically 60HA plus in size. As the Network Rail freight estate lacks locations of this scale in the UK's distribution heartland, such facilities are typically privately developed on third party land.'[28]

3.30 In Appendix B of this document dealing with 'Geographical Route Summaries' Network Rail says that to deliver the Route Strategic Plan for the London North Western (LNW) Route its plans include to 'facilitate new terminal developments at Daventry, **Northampton**, West Midlands and Parkside.'[29]

[25] Network Rail, FNPO Route Strategic Plan, page 25-26
[26] Network Rail, FNPO Route Strategic Plan, page 26. Italics in the original.
[27] Network Rail, FNPO Route Strategic Plan, page 31.
[28] Network Rail, FNPO Route Strategic Plan, page 31.
[29] Network Rail, FNPO Route Strategic Plan, page 121.

Regional policy and evidence

3.31 South Northamptonshire, which is where the Proposed Development is located, is within the South East Midlands Local Economic Partnership (SEMLEP). SEMLEP was originally part of the Midlands Engine when the Engine was launched in 2016 and it is still part of that geography for the purposes of the Midlands Engine Investment Fund. However, during 2016 SEMLEP also submitted evidence to the National Infrastructure Commission for its work on the Cambridge-Milton Keynes-Oxford Arc and it is now working with partners to progress this Arc.

3.32 SEMLEP's *Strategic Economic Plan* asserts that the South East Midlands will be the 'commercialisation core' for the Cambridge-Milton Keynes-Oxford Growth corridor, in part because of it central geographical location and strong logistics networks.[30] Indeed this plan highlights logistics as one of the area's 'showcase sectors' in terms of wide-reaching supply chains, historic growth, and the capability and assets for rapid future growth.[31]

3.33 The 'Midlands Engine' is an important coalition of Councils, Combined authorities, Local Enterprise Partnerships, universities and businesses from across the Midlands region that is working with the Government to enhance the overall competitiveness of the Midlands and to generate additional value to its economy.

3.34 Improving the region's transport infrastructure network is one of five priority areas for the Midlands Engine alongside: innovation and enterprise, skills, international trade and investment and shaping great places to live and work.[32]

3.35 In March 2017 the Midlands Engine published a 25-year transport strategy - *Midlands Connect Strategy: Powering the Midlands Engine*. This study highlights the economic significance of the Midlands in the UK economy and its strength in manufacturing, which accounts for a quarter of all UK manufacturing jobs and production.[33] It also includes a recognition of the critical importance of logistics to the Midlands. The Midlands it says is 'the centre of the UK logistics sector' and all sectors of its economy are 'reliant on reliable transport links for supply chains and customer markets to maintain their competitive advantage.'[34]

3.36 This strategy recognises that the Midlands is at the heart of the UK rail freight network and hence it plays a key role in both national and regional freight movements. It highlights several routes as being of particular importance including the West Coast Main Line, the Midland Main Line, the Birmingham to Derby Line and the route between the Midlands and Felixstowe via Peterborough.[35] The strategy includes, as a rail freight priority, securing investment to ensure high quality, high capacity rail freight core routes between the Midlands and: major deep sea ports; the Channel Tunnel; London; and the North West and Scotland. [36]

[30] SEMLEP Strategic Economic Plan, page 3
[31] SEMLEP, Strategic Economic Plan, page 21
[32] https://www.midlandsengine.org/our-five-themes/
[33] Midlands Engine, Midlands Connect Strategy: Powering the Midlands Engine, March 2017, page 7
[34] Midlands Engine, Midlands Connect Strategy: Powering the Midlands Engine, March 2017, page 7
[35] Midlands Engine, Midlands Connect Strategy: Powering the Midlands Engine, March 2017, page 20
[36] Midlands Engine, Midlands Connect Strategy: Powering the Midlands Engine, March 2017, section 4.17, page 38

3.37 Specifically with respect to SRFIs, the Strategy says:

'Midlands Connect will support the development of new Strategic Rail Freight Interchange (SRFI) proposals, particularly where rail and road access is good. We will also monitor the development of SRFI proposals to identify potential gaps in provision. Where necessary Midlands Connect will promote locations for potential development as SRFI.'[37]

3.38 In addition, Midlands Connect highlights the potential for innovation in the rail freight sector with 'the potential for rail to re-enter the express freight market'. For example, it says that it may be possible 'to use trains to deliver to city centres from outlying distribution centres, with last mile delivery by zero emission vehicles.'38 This highlights the potential for rail freight to expand into emerging and growing sectors such as express rail freight and urban logistics. The Proposed Development will offer a dedicated express freight rail terminal.

3.39 The National Infrastructure Commission has, to date, published two major studies on the Cambridge-Milton Keynes-Oxford Arc; an Interim Report (2016) and a Partnering for Prosperity report (2017). Although logistics and rail freight are barely mentioned in these studies, a key conclusion from the second report is that: 'If the arc is to maximise its economic potential, current rates of house building will need to double – delivering up to one million new homes by 2050.'[39] This potential scale of growth could generate a significant increase in the population and potential labour supply in the Arc and support new development opportunities, including in logistics and rail freight.

Conclusions

3.40 Based on a range of drivers the Government has concluded that there is a 'compelling need' for an expanded network of SRFIs.

3.41 There is widespread evidence that a lack of interchanges is constraining rail freight growth. In particular:

- independent analysis (undertaken by Arup) for the Department of Transport has highlighted that the availability / construction of suitable rail-connected interchange facilities including SRFIs is a key constraint to rail freight growth, especially the growth of ports intermodal and domestic intermodal traffic.

- Network Rail says that additional inland interchanges are required and that this need is primarily addressed by new SRFIs. It says that it will facilitate new terminal developments at a number of locations including Daventry, **Northampton**, West Midlands and Parkside.

- The Midlands Engine recognises the need for additional SRFI development in the Midlands.

3.42 The Proposed Development would support the UK Government's aim of an expanded network of SRFIs, by bringing additional SRFI capacity to the national rail network,

[37] Midlands Engine, Midlands Connect Strategy: Powering the Midlands Engine, March 2017, section 4.18
[38] Midlands Engine, Midlands Connect Strategy: Powering the Midlands Engine, March 2017, section 4.19
[39] National Infrastructure Commission, *Partnering for Prosperity. A new deal for the Cambridge-Milton Keynes-Oxford Arc*.

which is key to growing the rail freight market and securing wider benefits.

3.43 The Proposed Development meets all the functional, transport and location, and scale and design criteria set out in the NN NPS. It would be developed in a form that can accommodate both rail and non-rail activities from the outset, thereby enabling it to function as a location for freight access to rail for businesses which may wish to use rail now or in the future. It is located alongside major rail routes (with a gauge capability of W8 or more) and close to major trunk roads, including the M1. It is well located relative to the markets it would serve, including the Midlands industrial heartland and London, and key supply chain routes, including the Port of Felixstowe. It would be able to draw on a supply of appropriate labour to support the jobs it would create because logistics is a 'showcase sector' within the South East Midlands Local Economic Partnership area with a high proportion of people working in logistics relative to the national average.[40] It would have sufficient scale to provide for intermodal handling and container storage and to supply a number of rail connected buildings for initial take-up plus rail infrastructure to allow more extensive rail connection within the site over the longer term. It would be capable of handling a minimum of four trains a day up to 775 metres long.

3.44 The Proposed Development also has the potential to introduce "next generation" rail freight operations via its proposed express freight rail terminal which would have a direct link to the West Coast Main Line fast lines. The potential for express rail is recognised by both the UK Government and the Midlands Engine. It could play a role in rapidly developing areas of logistics such as urban logistics and e-commerce.

[40] SEMLEP, Strategic Economic Plan, figure 5, page 22

4 The importance of logistics to the UK economy

Introduction

4.1 This section considers the structure of the logistics 'industry' and the value that logistics contributes to the UK economy. It then looks at the drivers of demand for logistics property, the significance of the Midlands and the 'Golden Triangle' area, and the role that rail freight and SRFIs play in the logistics market.

Structure of the logistics industry

4.2 Although often referred to as a 'sector' or an 'industry', logistics is an activity or function that crosses many sectors and industries. Its key components are transport, inventory and warehousing and its primary purpose is the management of all activities that ensure the movement of materials, parts, sub-assemblies and finished goods from point of origin to point of consumption plus 'reverse flows'.[41] In this respect, logistics is widely used as being synonymous with supply chain management.[42]

4.3 The UK economy (like others) is dependent on a huge network of supply chains spanning across virtually every type of economic activity, and in many cases these supply chains are global. As a result, numerous companies may be involved, depending on the complexity and geographic scope of these supply chains.

4.4 In a more simplified manner, the key principal participants involved in the activity of logistics in the UK are: suppliers, manufacturers, retailers and logistic service providers.

- Suppliers provide raw materials, components, parts and sub-assembles to manufacturers.
- Manufacturers process (or transform) these supplies into finished goods and sell these to either retailers or wholesalers. In addition, certain manufacturers may sell their products direct to end consumers.
- Retailers sell goods directly to end consumers, increasingly via multiple channels including via stores and online.
- Logistics service providers (also referred to as Third Party Logistics providers or 3PLs) are appointed by companies to manage their logistics on their behalf, which may involve their transport or warehouse operations (or both) or, indeed, wider parts of their whole supply chains.

4.5 At every stage along the supply chain, warehouses are usually a critical component. They are likely to be involved in the handling of raw materials and work-in-progress, the supply of parts and sub-assemblies to manufacturers and the storage and

[41] Reverse flows include flows that return back 'up' the supply chain and may include packaging and waste or items that people have purchased online but wish to return. The direction of the flow in these cases is the reverse of the more normal flow in supply chains which involve a 'downstream' movement from source to end consumers.

[42] Logistics and supply chain management are sometime distinguished in academic texts, but in industry the terms are generally used interchangeably

distribution of finished goods.

The economic value of the logistics sector in the UK

4.6 As logistics is a cross cutting activity or function rather than a sector it is not a recognised industry in the 'Standard Industrial Classification' (SICs) which is how UK economic activity is officially segmented. As a result, it is not possible to refer to official SIC-based statistics to identify the economic value of logistics, whether expressed in terms of its contribution to total economic activity (i.e. its gross value added – GVA) or its contribution to total employment.

4.7 The nearest broad SIC sector to logistics is Transport and Storage, which embraces many activities that are at the heart of logistics. The Annual Business Survey from the ONS puts the UK's GVA of Transport and Storage, at £82.2 billion in 2016; in 2008 it was valued at £58.9 billion[43].

4.8 According to Oxford Economics, in 2016 the Transport and Storage sector accounted for around 4.4% of UK GVA, while total employment in the sector was close to 1.8 million in 2017, 5.1% of all UK employment.

4.9 Given the limitations around the official data based on SICs, a number of industry studies have sought to quantify the economic value of logistics by 'adding up' the value added and employment associated with logistics operations, or occupations, in different sectors of the economy.

4.10 In terms of GVA:

- A 2018 study by the Freight Transport Association (FTA) estimates that the logistics market contributes around £120.7 billion to the UK economy, as follows; road freight
  £23.6 billion, rail freight £282 million, sea and inland waterways freight £3.7 billion, air freight £168 million, warehousing and cargo £12.3 billion; and wholesale £80.7 billion.[44]

4.11 In terms of employment:

- An independent analysis prepared for the FTA in 2017 estimated that some 2,502,000 people were employed in logistics at Q2 2017, based on relevant occupations. This figure comprised some 1,697,000 people employed within these occupations in its defined logistics sector and 806,000 people employed in these occupations in all other sectors.[45]

4.12 In terms of the UK's overall logistics performance in a global context:

- The World Bank ranks the UK as eighth overall in its Logistics Performance Index (2016) behind Germany, Luxembourg, Sweden, the Netherlands, Singapore, Belgium and Austria.[46]

[43] Annual Business Survey, ONS – release 9 November 2017
[44] FTA Logistics Report 2018. Figure 1.1. Based on the Annual Business Survey, ONS 2016.
[45] FTA Skills Shortage Report, November 2017, Table 1
[46] World Bank Logistics Performance Index 2016 Connecting to Compete

4.13 The above highlights the importance of logistics to the UK economy in terms of GVA and jobs and its critical overall importance in supporting the UK economy and its competitiveness in a global context.

The drivers of demand for logistics property

4.14 In general, because the demand for logistics property is broadly-based and crosses many types of economic activity, overall economic growth (GDP) is often considered to be an important macro-economic driver of demand. However, as highlighted in Appendix 1, across GB the take-up of large new logistics buildings was higher over the past five years (2013-2017) than in certain previous five-year periods when GDP growth was stronger. This suggests that demand is a function of a number of drivers not just macro-economic growth.

4.15 Therefore, to consider the drivers more fully we need to review not just macro growth indicators but also the impact of changes in logistics and how companies use their buildings.

4.16 Occupier demand for large logistics facilities is driven by a wide range of companies including:

- Retailers - which use warehouses for both store replenishment and to fulfil online orders;
- Manufacturers and their suppliers - which use warehouses to support manufacturing supply chains, including supplies into factories, and for the storage and distribution of finished goods;
- Third party logistics contractors (3PLs) - which use warehouses on behalf of other companies such as retailers and manufacturers who appoint 3PLs on contracts to undertake logistics services;
- Wholesalers - which use warehouses to service mainly smaller independent retailers;
- Post and parcel delivery companies - which use warehouses for the distribution of letters and parcels, with the latter growing strongly due to the growth in online retail.

4.17 These companies account for most of the take-up of new logistics facilities of 9,290 sq m (100,000 sq ft) and over across GB, according to JLL's data.

4.18 Retailers are an especially significant source of demand for large warehouses. Over the past 20 years (1998-2017) they accounted for around half of all new distribution warehouse space taken-up involving units of 9,290 sq m (100,000 sq ft) and over, according to JLL's data.

4.19 Retailer demand for distribution centres has been driven by a range of different factors including:

- A growth in retail sales;
- An increase in the proportion of supplies channelled to retail stores through distribution centres, as opposed to being delivered direct by suppliers;

- The consolidation of inventory into large distribution centres;

- The geographical expansion of store networks creating a need for additional regional distribution centres;

- The restructuring of inbound supply chains as a result of global sourcing and the rise in imports;

- The growth of online retail.

4.20 Although retail sales generally have grown quite modestly over recent years, certain retailers have seen strong sales growth and have expanded their distribution capacity as a result. One example is Primark which recently opened a new distribution centre of 98,474 sqm (1,060,000 sq ft) in Northamptonshire.

4.21 The increase in supplies channelled through retailer-controlled distribution centres has been a key driver of demand. This process was led by the grocery retailers and is referred to as 'centralisation'. Today, most goods are supplied through retailer-controlled DCs as opposed to being delivered direct by suppliers. This change is also linked to the restructuring of inventory into larger warehouses which enables retailers to reduce the total amount of inventory they need to hold and to secure economies of scale in the warehouses operations.

4.22 The geographical expansion of store networks has been a common driver of demand. This driver is highlighted by the growth of discount grocery retailers Aldi and Lidl which have been expanding their store networks and taking up substantial additional warehouse capacity as a result. In February 2017, Aldi opened its 700th store in the UK and stated that it wanted to have 1,000 stores in the UK by 2022[47]. In February 2018 Lidl announced that it had opened its 700th store in the UK and the new store opening was part of its £1.45 billion expansion and development investment across 2017 and 2018[48]. The growth from these two companies has resulted in demand for large warehouse space.

4.23 The restructuring of inbound supply chains has been in response to global sourcing and the rise in imports. Some retailers have opened large import centres at ports or at inland hubs. For example, ASDA and Tesco both have large import centres at Teesport, while Argos has an inland import centre at Burton under Needwood. Sainsbury's has its general merchandise DC at DIRFT.

4.24 The rise of online retail has driven a huge wave of demand for a range of different types of distribution centres including:

- Large fulfilment centres where the stock is held and picked at item level. Amazon's network of fulfilment centres is one example of these. Over the last five years (2013-2017) Amazon has taken 761,780 sq m (8.2 million sq ft) of new logistics floorspace in units of 9,290 sq m (100,000 sq ft) and over across GB.

- Large parcel sortation centres that sort parcels by end destination and onward transport to local parcel delivery centres. For example, DPD Geopost has taken

[47] The Grocer website, 28 February 2017: Aldi opens 700th UK store and targets 1,000 by 2022
[48] Lidl Corporate press release 15th February 2018: Lidl UK creates 700 new jobs as it reaches 700 new stores

three units at Hinckley Commercial Park in Derby in the past five years to create a sortation hub. In 2013 the company took a new 27,870 sq m (300,000 sq ft) build to suit unit, in 2014 it took a 15,282 sq m (164,500 sq ft) new speculatively developed unit; and at the start of 2018 it announced that it would be taking a 25,640 sq m (276,000 sq ft) new build to suit unit.

- Local parcel delivery centres, which are smaller facilities typically located in or on the edge of urban areas for 'last mile' delivery to end consumers, for example the Yodel distribution centre at G-Park, Enfield.

- Dedicated fulfilment centres for online grocery orders. Although most grocery retailers predominately pick from their stores most typically also have some dedicated dot.com warehouses. For example, Tesco has six in and around London, Sainsbury's has one in east London, Asda has several and Morrison uses Ocado Solutions. Ocado has large fulfilment centres at Hatfield, Birch Coppice (Dordon), Andover and Erith for its own or client use.

- Warehouses for the delivery of items that are too large to be delivered via a parcel network. These items are often referred to as '2-man' items because they typically require two men to deliver them (e.g. large white goods or items of furniture). An example would be the John Lewis' MP3 facility at Magna Park, Milton Keynes.

- Local depots for same day fulfilment. These are smaller facilities typically in urban areas for 'last mile' delivery.

- Return processing facilities. Some online retail sectors, such as fashion, have a high rate of returns. These returns need to be processed and whilst this may take place in fulfilment centres this activity may also be undertaken in a dedicated facility. Last year John Lewis stated that in 2016 approximately 10 million units which were purchased online were returned to the company, with around 57% of the returned items returned directly to the warehouse[49.] To cope with such a large volume of returned items, John Lewis outsourced its handling of returned goods to 3PL company Clipper Logistics and in 2016 Clipper took a new speculatively developed unit at Grange Park Northampton totalling 28,225 sq m (303,824 sq ft) to handle returned goods for John Lewis.

4.25 UK online retail sales as a percentage of total retail sales increased from 3.8% in the 12- months to March 2008 to 16.6% in the 12-months to March 2018.[50] Forecasts suggest that UK e-commerce will continue to grow strongly. This growth is likely to support rising warehouse demand.[51]

4.26 Manufacturers play an important role in the demand for logistics floorspace. Over the last 20 years (1998-2017) manufacturers and their suppliers accounted for a fifth (19%) of logistics take-up in new units of 9,290 sq m (100,000 sq ft) and over. Manufacturers require warehouses to manage the flows of materials, parts and sub-assembles into their factories and to stock finished goods.

[49] Estates Gazette Industrial Summit September 2017 – presentation by Nigel Harris of John Lewis
[50] ONS – Retail Sales Index – Release 19th April 2018
[51] Worldpay, Global Payments Report, 2017. Forecasts UK e-commerce growth of 10% per annum over 2017-2021.

4.27 In the first case, many manufacturers often rely on just-in-time delivery to their manufacturing plants to enable goods to be assembled without the need for large amounts of storage space within a manufacturing plant for parts and components. This has resulted in manufacturers and suppliers taking large logistics facilities close to manufacturing plants. A recent example of this is Jaguar Land Rover which submitted a planning application to Solihull Council at the end of 2016 for a new logistics facility of 91,800 sq m (988,126 sq ft) next to its manufacturing plant in Solihull. Jaguar Land Rover stated in its planning application that the need for the logistics facility to be located next to its manufacturing plant was to improve the efficiency and effectiveness of its existing logistics network to allow for a 'Just In Time' operation to take place[52].

4.28 With respect to the storage of finished goods, manufacturing companies may store finished goods on their factory sites, but equally there are many examples of manufacturers with large distribution facilities elsewhere. For example, Britvic has its NDC at Magna Park Lutterworth. This facility stocks drinks that are manufactured and canned at Rugby.

4.29 The demand from third party logistics providers is generally contract-led, i.e. these companies generally have a need for a warehouse that is generated by contracts that they secure from clients (typically retailers or manufacturers). However, occasionally a 3PL will take a warehouse facility without this being backed by a specific contract. This tends only to happen in a strategic location, which the 3PL believes it will always be able to utilise. Rail Central has the potential to be such a strategic location because it is in the 'Golden Triangle' and will offer good connectivity to road and rail infrastructure and a choice of large-scale logistics property opportunities.

The significance of the Midlands and the 'Golden Triangle'

4.30 Within GB, the main geographical area of demand for large logistics properties is the Midlands, both East and West. As highlighted in Appendix 1, over the past 20 years (1998-2017) the Midlands accounted for 40% of the total GB take-up of logistics floorspace involving new buildings of 9,290 sq m (100,000 sq ft) and over. Approximately 8.9 million sq m (95.4 million sq ft) of new logistics floorspace was taken up in the Midlands over this period, of which around 5 million sq m (53.3 million sq ft) was in the East Midlands and 3.9 million sq m (42.1 million sq ft) was in the West Midlands. The East Midlands region, which is where the Proposed Development is located, attracted the largest share of take-up over the past 20 years of all the GB regions.

4.31 There are a number of reasons why the Midlands is so important as an area of logistics property demand. In particular:

- It benefits from a central strategic location within GB in terms of its access to key population centres. This makes its especially attractive to companies needing large-scale National Distribution Centres (NDCs) and Regional Distribution Centres (RDCs).

- It benefits from significant transport infrastructure including the M1 and M6 motorway and the West Coast Main Line and it has good access to other infrastructure outside the regions, including the Port of Felixstowe, the UK's largest container port.

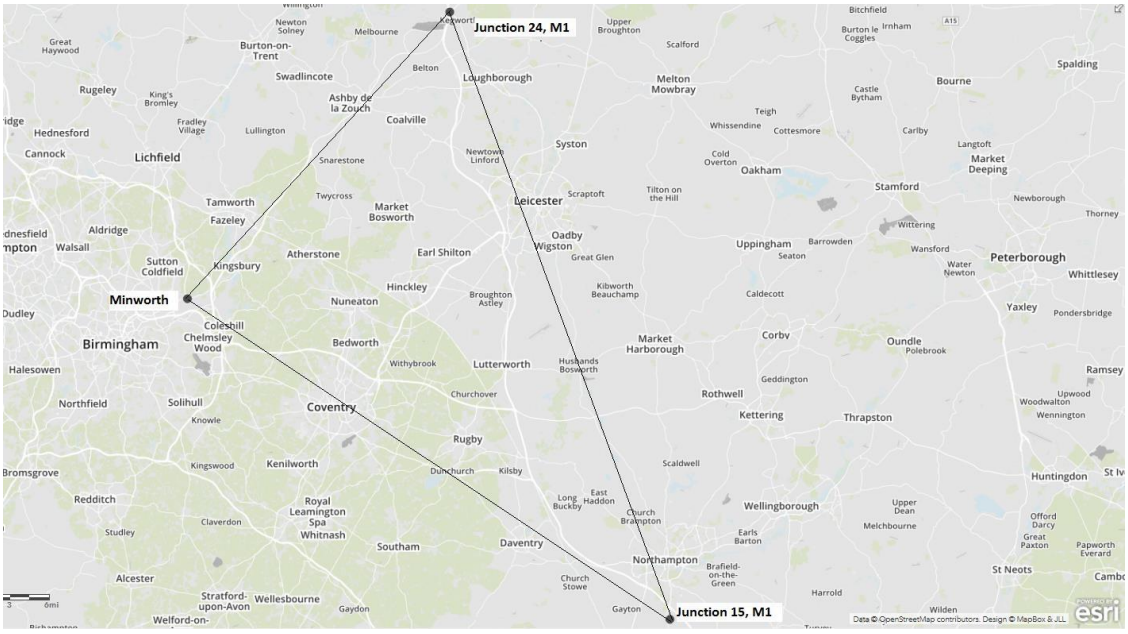
[52] Jaguar Land Rover planning application reference PL/2016/03131/PPFL

- It has a good supply of suitable sites and labour.

- It has a large population and economic base, which generate requirements for logistics property.

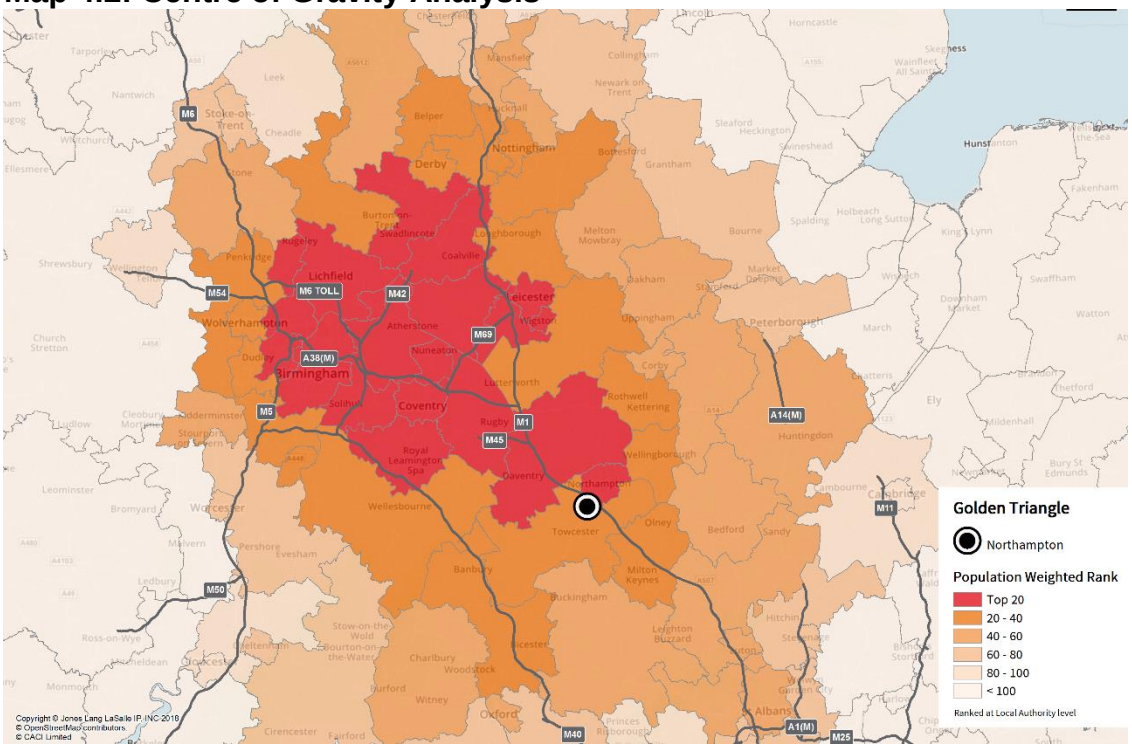
4.32 Over around the past 20 years, a particular area within the Midlands has emerged as being especially significant in terms of attracting logistics property demand for large NDCs and RDCs, and this area is widely referred to as the 'Golden Triangle'. There is no single agreed definition of this area but it is usually considered to extend from a southern point on the M1 motorway around junction 15, south of Northampton, along the M6 motorway to the M42 and then back to a northern point on the M1 motorway, such as Castle Donnington (junction 24). This area, which includes the site of the Proposed Development, is shown in Map 4.1 below.

Map 4.1: The 'Golden Triangle'



4.33 We are aware of different definitions of this area, but we consider the area we have defined to be robust in terms of being the key area for national distribution purposes. First, this geography is in line with the search areas that JLL often sees in the market when requirements for large NDCs arise. Second, based on an analysis of road distances to GB's population, this area covers the locations with the lowest road distances. In this respect this area can be considered to include the 'centre of gravity' for national (GB) distribution. This is highlighted in Map 4.2 below, which shows the top 20 local authorities in red and the top 21 to 40 local authorities in orange which have the lowest road distances to GB's population. The red area in particular is very similar in coverage to our 'Golden Triangle', although it is more irregularly shaped as it is based on local authority areas.

Map 4.2: Centre of Gravity Analysis



4.34 In some definitions, such as GVA's indicative 'Golden Triangle' in its study for South Northamptonshire Council, the area is more widely drawn extending further south to include Milton Keynes and Luton, and further east and north, but in our assessment this is too broad an area.[53] For example, if the area is extended too far south (to include Milton Keynes and Luton) then an occupier locating a NDC in one of these southern-most locations would compromise its ability to service customers in the north of the country, such as in the far North West or North East, or in Scotland; and if the area is moved too far north, an occupier locating a NDC in one of the most northern locations would compromise its ability to service customers in the south, for example in the far South West or South East. Clearly there are some exceptions to this. For example, John Lewis and Waitrose both have NDCs at Magna Park, Milton Keynes. However, in both these cases their respective store networks are 'weighted' to the south.

4.35 At the southern end of the 'Golden Triangle', the Northampton market area (which would include the Proposed Development in South Northamptonshire) is one of the UK's main logistics property markets, and an especially important location for NDCs; examples of companies with NDCs in Northampton include Panasonic, Carlsberg, BMW, Decathlon, Zara, Morrison and Sainsbury's. JLL estimates that the Northampton market has a total stock of built modern logistics space of around 1.13 million sq m, (12.2 million sq ft) based solely on its four main warehouse locations namely: the Brackmills Industrial Estate situated off junction 15 of the M1 on the south side of the A45; Grange Park, adjacent to junction 15 of the M1; Swan Valley, adjacent to junction 15a of the M1; and ProLogis Park, Pineham, adjacent to junction 16 of the M1.

4.36 Northampton's development as a logistics property market reflects its strategic

[53] GVA, South Northamptonshire Logistics Study, May 2017, page 10.

location within GB including its proximity to the M1, which is one of the key distribution 'corridors' in the country, reflecting the fact that road is the dominant mode for moving freight in GB. According to CACI In-site software more than 3.5 million people can be reached from Northampton within a 1-hour HGV drive-time, more than 19.1 million in 2 hours, more than 41.4 million in 3 hours, more than 53.8 million in 4 hours and more than 56.6 million (c. 88% of the GB population) within 4.5 hours.[54]

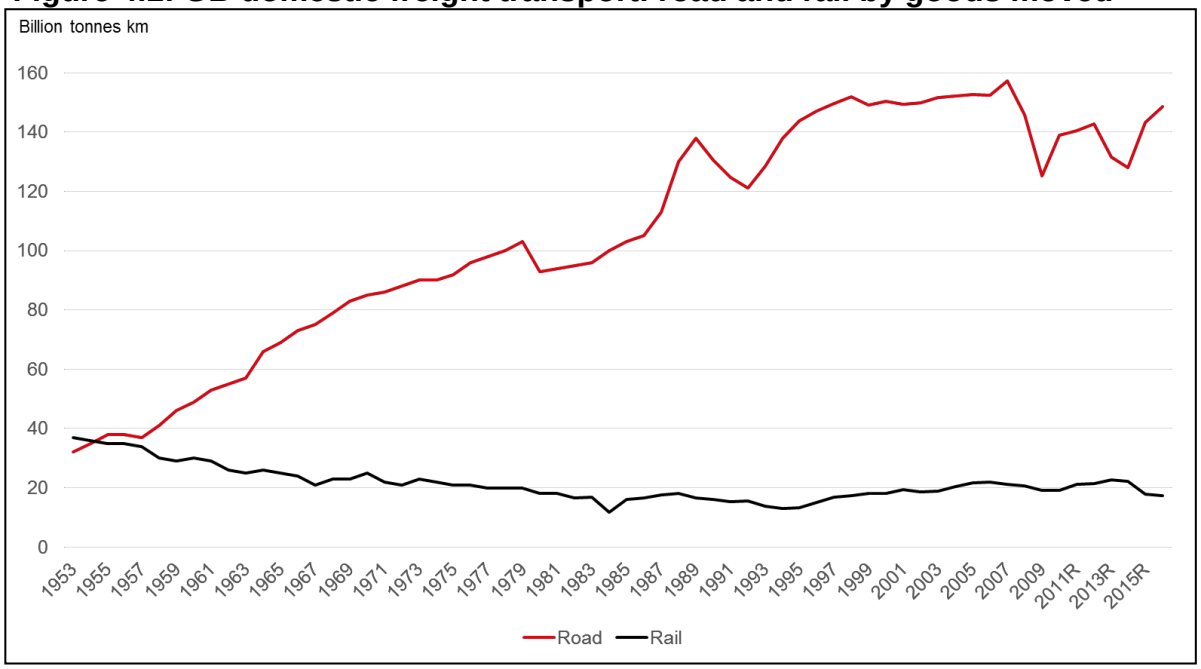
The growth of rail freight and the role of SRFIs

The growth of rail freight

4.37 The GB rail freight market has seen significant growth and change since privatisation in the mid-1990s.

4.38 Prior to privatisation, rail freight had been in long-term decline with road overtaking rail in the mid-1950s in terms of goods moved. The industry's decline thereafter was primarily due to an expanding road haulage industry and expansion of the motorway network, coupled with a structural decline in the railway's traditional base of bulk traffic (e.g. coal and steel) which reflected the restructuring of the UK economy.

Figure 4.1: GB domestic freight transport: road and rail by goods moved



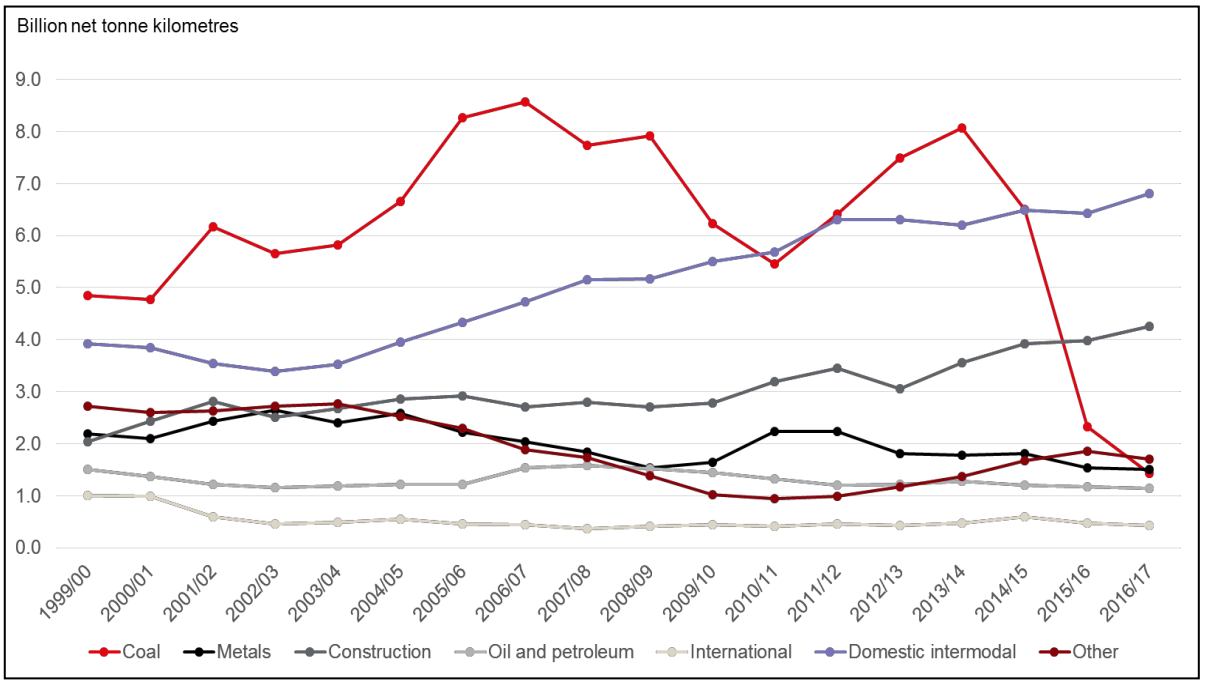
Source: Department for Transport, Transport Statistics Great Britain

4.39 Since privatisation, rail freight has grown both in terms of goods moved and its market share. Between 1994-1995 and 2016-2017, goods moved by rail increased from 13.00 to 17.25 net billion tonnes kilometres, reflecting total growth of 33%. This

[54] A drive time of 4.5 hours is often used in the industry as an indicator of the 'reach' of a warehouse because it is the maximum permitted drive-time that a driver can make without taking a mandatory break and because a return trip of
4.5 hours each way is within the normal permitted daily maximum of nine driving hours. Drive time based on the location of Rail Central for illustration.

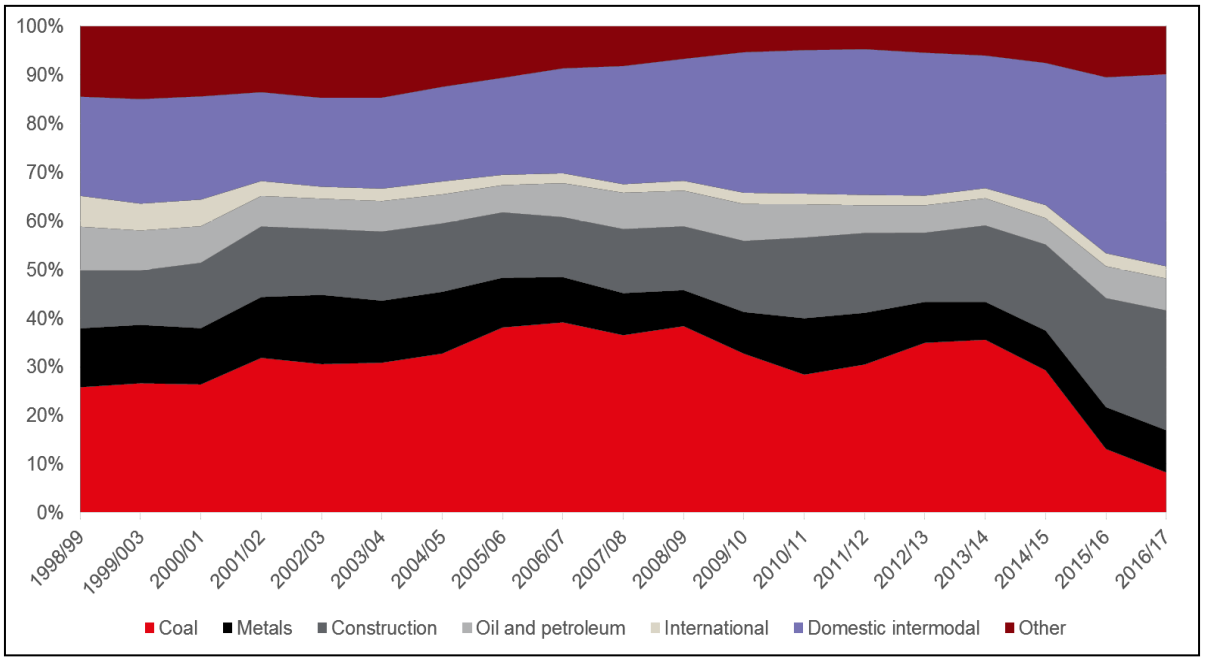
growth occurred despite a dramatic decline in coal traffic over recent years, reflecting the closure of several large coal- fired power stations and much of the remaining domestic coal mining activity. Between 2013- 14 and 2016-17, coal moved by rail contracted from 8.07 to just 1.43 net billion tonnes kilometres.

Figure 4.2: Freight moved by rail



Source: Department for Transport, Transport Statistics Great Britain

Figure 4.3: Freight moved by rail - market shares



Source: Department for Transport, Transport Statistics Great Britain

4.40 The main area of growth for rail freight since privatisation has been in the domestic intermodal market, which according to ORR data dating back to 1998-1999 virtually doubled between that year and 2016-2017, rising from 3.53 net billion tonne km to 6.81 nbt km (+93%). In the ORR's statistics, domestic intermodal traffic includes the movement of containers from ports to inland intermodal rail freight interchanges as well as the movement of containers between such interchanges. In JLL's assessment, this growth has been driven by a range of factors including:

- the globalisation of supply chains, which has resulted in the growth of containers arriving into the UK's main deep sea container ports, such as Felixstowe and Southampton;

- the expansion of rail capacity at these ports and a growth in the use of rail to move containers inland;

- a growing readiness by companies to use rail for movements within the UK, which reflects a more competitive service offer from the rail freight industry, in terms of cost and reliability, as well as a growing emphasis by companies on incorporating more sustainable (lower carbon) transport into their logistics operations.

4.41 The growth of the domestic intermodal market is a key driver behind the need for additional SRFIs because it is dependent on a network of intermodal terminals and because the type of goods moved in this way are typically stored and distributed through warehouses.

4.42 Examples of domestic intermodal use and its growth include:

- The movement of containers from ports to inland hubs. For example, the Port of Felixstowe, the UK's largest container port, moves approximately 1 million twenty-foot equivalent units (TEUs) each year to 16 inland destinations. This saves over 100 million HGV miles annually, reducing road congestion and improving environmental performance. According to the Port, 'Rail volumes represent nearly 30% of the Port's UK domestic throughput, and 50% to key markets in the West Midlands and North. These figures continue to grow at around 7% per annum.'[55]

- Domestic intermodal journeys between inland hubs. For example, the Malcolm Group provides daily and overnight trains from DIRFT to and from Scotland. It runs a daily service (overnight 7 days a week) from DIRFT to Grangemouth and from Grangemouth to DIRFT. It runs a daily week day service 5 days a week from DIRFT to Mossend (overnight) and from Mossend to DIRFT (daytime).

- One specific example of a rail user is Tesco which uses rail to transport ambient general merchandise from its NDC at DIRFT to several regional distribution centres (RDCs).

4.43 In addition to the domestic intermodal market, the other area of the rail market which is most relevant to the need for additional SRFI capacity is the 'international' market through the Channel Tunnel. This market comprises both intermodal traffic and conventional train wagons and it is relevant because it includes goods that are stored and distributed through warehouses. Statistics from the ORR show that this market

[55] Hutchinson Ports, *Port of Felixstowe, Welcome to the port of Britain*

has been broadly flat over the past decade, having moved 0.43 net billion tonne km in 2016-17 compared with 0.44 nbt km 10 years earlier. One specific example of Channel Tunnel traffic is provided by Danone which moves bottled water from a site in France - at Miramas (Bouches-du-Rhones) - to DIRFT.

4.44 An emerging (or re-emerging) area of the rail freight market that is not separately recognised in the ORR data is the express rail freight market. Consideration of this market is relevant as the Proposed Development would have a dedicated express freight terminal.

4.45 Prior to privatization, British Rail previously operated a network of higher-speed freight services for lighter, time-sensitive commodities such as newspapers and perishables. By the time of privatisation in the 1990's these services were provided to just two customers (Royal Mail and Securicor Omega Express), with the majority of rail services subsequently ceasing in 2004.

4.46 However, the Royal Mail subsequently reversed its decision and now operates daily services linking the purpose-built RFI at Wembley (Princess Royal Distribution Centre or PRDC) with satellite RFIs at Warrington, Glasgow and Newcastle, using its own fleet of electric trains operating at speeds of up to 100mph.

4.47 Further express freight services have been trialled by Colas Rail between its depot in Rugby and London Euston station (130 km), moving products overnight from Midlands NDCs / RDCs direct into Central London, with 'last mile' haulage undertaken by low-emission LGVs. The first trial in 2012 was organised with Eddie Stobart for Sainsbury's, followed by a second trial in 2014 organised by Intermodality for TNT. Further work is now in hand to establish daily services through the rail industry-funded "Flexible Freight" initiative.[56]

4.48 Whilst most freight trains seldom achieve more than 50 km/h average speeds between origin and destination, the Royal Mail trains achieve over 80 km/h average speeds, with scope to increase speeds further with 175-200 km/h traction and rolling stock now becoming available. The ability to sustain higher-speed transits between NDCs, RDCs and city centres offers an attractive opportunity for companies moving time-sensitive products (e.g. overnight or same-day e-commerce deliveries). This is clearly relevant to the Proposed Development, which would have a dedicated Express Terminal, and highlights its potential to support growing areas of logistics including urban logistics and e-commerce.

The current SRFI network

4.49 The UK's network of SRFIs has developed since the mid-1990s. The first generation SRFIs included Hams Hall, DIRFT and Birch Coppice in the Midlands, Wakefield Europort off the M62 and Eurocentral in Lanarkshire off the M8. These were followed by 3MG (Mersey Multimodal Gateway) at Widnes, which was formerly known as Ditton Strategic Rail Freight Park. iPort Doncaster and East Midlands Gateway at Kegworth are the most recent SRFIs to be developed (the latter yet to be operational). **Map 4.3** shows the current network of SRFIs.

4.50 As this map shows there is a significant concentration of SRFIs in the Midlands, with four out of eight SRFIs located in this area – and all four are in the 'Golden Triangle' as we have defined it. However, this is unsurprising given that the Midlands, and 'Golden Triangle', attract so much demand for large distribution buildings, especially National

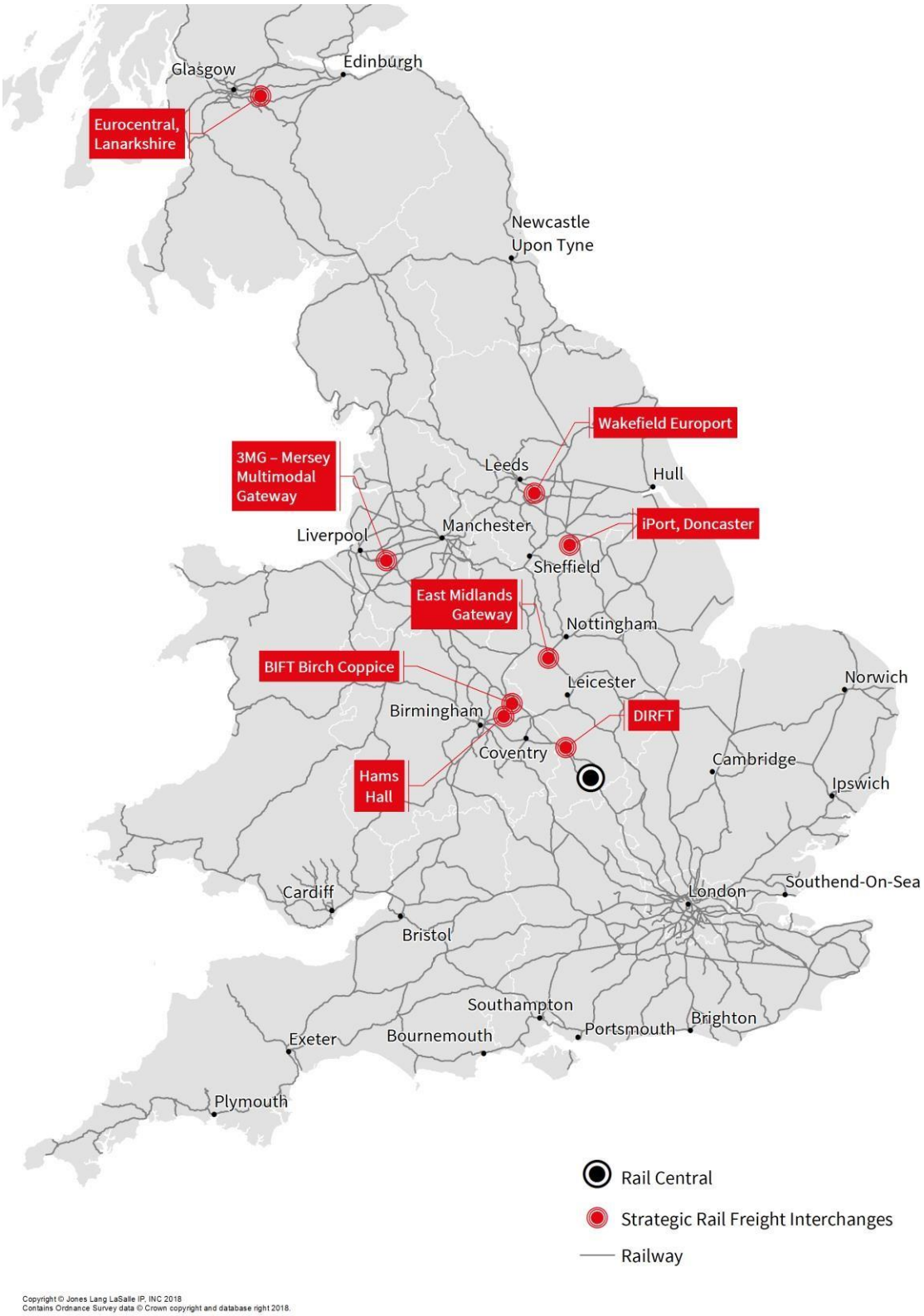
[56] Further information at https://www.rssb.co.uk/rail-technical-strategy/the-strategy

Distribution Centres, and given that the Midlands lies at the heart of the UK rail freight network. The importance of this area for logistics is also highlighted by the fact that this area is the main destination for containers coming into Britain through the Port of Felixstowe, the country's largest container port, and this port intermodal traffic is a key driver of demand for buildings on SRFIs or for the use of SRFI facilities. According to the Port of Felixstowe:

4.51 *'Today, 70% of containers coming into Britain through Port of Felixstowe are destined for a high-concentration belt of distribution hubs stretching across the Midlands and the North of England. The port is strategically located close to the Golden Triangle; an area in the East Midlands which is the epicentre of UK distribution.'*[57]

[57] Hutchinson Ports, Port of Felixstowe, *Welcome to the Port of Britain*

Map 4.3: The current network of Strategic Rail Freight Interchanges in GB[58]



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[58] East Midlands Gateway is currently under construction and is expected to be operational by 2021

4.52 A HGV traffic survey undertaken for DIRFT 1 which examined the origin of lorries entering the intermodal terminal or the destination of lorries leaving found that 31% of vehicles started from or were destined for other locations within the DIRFT estate, highlighting the strong link between businesses on the estate and the rail terminal. For outbound lorries, 27% went to DIRFT, another 23% to nearby locations such as Rugby and Magna Park, Lutterworth while 11% went to Northamptonshire and Milton Keynes – with the other destinations being identified more broadly or being unknown.[59]

4.53 Based on this evidence, it is reasonable to assume that SRFIs, in addition to serving their on-site occupiers, also serve both a wider off-site core 'catchment area', comprising locations that are relatively close to the SRFI, and a wider 'secondary catchment area', incorporating locations further away. Based on the DIRFT evidence, we believe a core catchment area of around 15 km is reasonable for a SRFI (Rugby is very close to DIRFT and Magna Park, Lutterworth is around 14.5 km via the M1); and we consider up to 50 km is reasonable for a secondary catchment area (Milton Keynes is around 53.5 km from DIRFT via the M1).

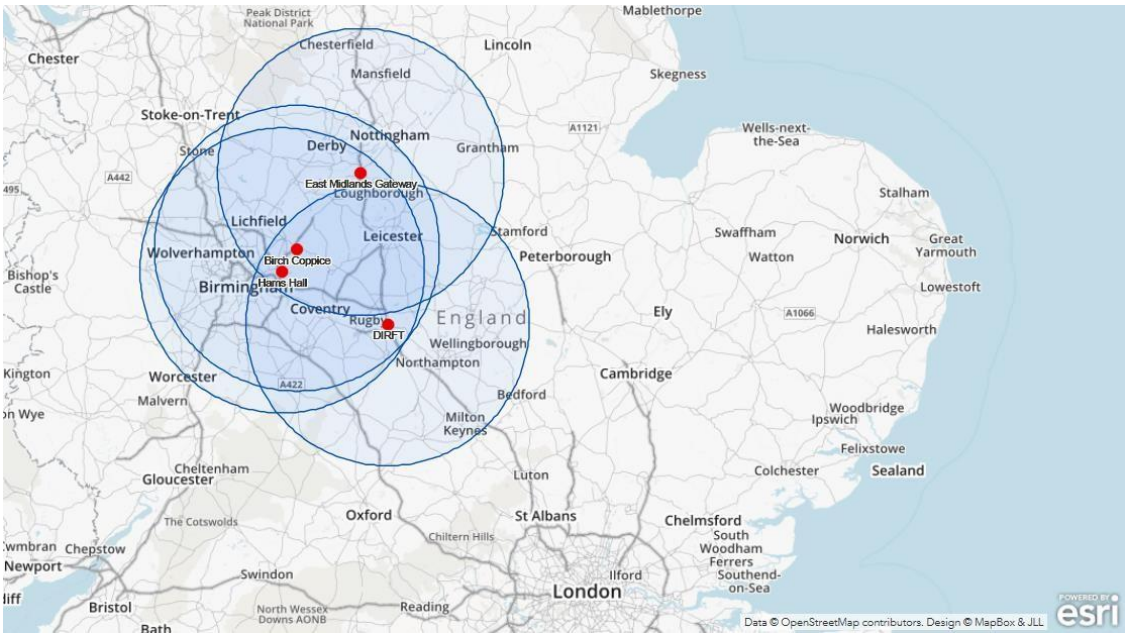
4.54 Map 4.4 shows the off-site core catchment areas for the four existing SRFIs in the Midlands based on a 15 km radius and Map 4.5 shows their secondary catchment areas based a 50 km radius. As Map 4.4 shows, based on this analysis, Hams Hall and Birch Coppice have overlapping core catchment areas, while as Map 4.5 shows all four SRFIs have overlapping secondary catchment areas.

Map 4.4: Existing SRFIs in the Midlands showing 15km core catchment areas



[59] DIRFT III, Planning for the Future. Document 7.4. Need Report, Nathaniel Lichfield & Partners, October 2012. Table 5.3 and Figure 5.4, page 63

Map 4.5: Existing SRFIs in the Midlands showing 50 km secondary catchment areas



4.55 East Midlands Gateway is a new SRFI but DIRFT, Hams Hall and Birch Coppice have been developed over more than 20 years, although the rail freight terminal at Birch Coppice was developed more recently (2006). The fact that their off-site catchment areas overlap has not prevented them all from growing. Indeed, Hams Hall and Birch Coppice are both built out and occupied and DIRFT phase I and II is fully built out and occupied, with Prologis now promoting DIRFT III.

4.56 Moreover, in some cases these SRFIs are collaborating operationally despite being run by separate commercial enterprises. For example, as highlighted in the Rail Operations Report produced by Intermodality:

'*Hams Hall SRFI and Birch Coppice SRFI are located less than 10km apart, but both have attracted occupiers and helped generate new rail freight services. The terminals are run by separate companies (ABP and Maritime respectively) who compete for business, but collaborate operationally, with some trains from Birch Coppice using the rail facilities at Hams Hall to stable and undertake "run round" manoeuvres, avoiding the need for these trains to take otherwise longer circular routes through Birmingham. The two sites use the same main line routes and capacity*'.

And

'*The SRFI at Hams Hall and DIRFT are now linked by a daily rail freight service which connects the two facilities, despite these being only 50km apart by rail*'.[60]

4.57 JLL maintains a stock database of the GB logistics property market based on modern buildings of 9,290 sq m (100,000 sq ft) and over plus certain smaller buildings, where these are part of a major logistics park. The database is mapped using the interactive GIS platform ArcGIS Online (AGOL). Based on this data, the 15 km core catchment

[60] Intermodality, Rail Operations Report, The Rail Central Freight Interchange and Highway Order, para 6.1.2.

area for Rail Central comprises 51 modern logistics buildings totalling some 1,180,200 sq m (12.7 million sq ft) of modern logistics space. There are an additional 320 modern logistics facilities totalling another 7,011,800 sq m (75.48 million sq ft) within the wider secondary catchment area extending out 50 km. In total, therefore, within a 50 km radius of Rail Central there are 371 large-scale modern logistics buildings totalling 8.19 million sq m (88.18 million sq ft). These facilities are occupied by more than 200 different companies, including many which are already using rail or which, based on their products and supply chains, might reasonably be considered as potential rail freight users. This stock and company analysis suggests that the Proposed Development would have a large base of companies within its core and secondary catchment areas from which to attract demand.

Rail market forecasts

4.58 As noted in Section 3 above, the most recent rail freight forecasts are those produced by MDS Transmodal for Network Rail's Freight & National Passengers Operators Route Strategic Plan, February 2018. These forecasts cover a range of scenarios, as explained in Section 3, to cover Control Period 6, i.e. the five years to 2024.

4.59 For the purposes of this version of the CP6 plan, Network Rail assume the average of different scenarios to give growth equal to 15.6% total growth in freight lifted between 2016/17 and 2023/24. This is equivalent to 2.1% growth per annum.[61]

4.60 We believe that forecasts of rail freight growth and evidence of continuing strong demand for large-scale logistics facilities in general - including for e-commerce which is predicted to grow further - will drive demand for additional SRFIs, either from companies which wish to locate facilities directly on these sites or from companies in the surrounding catchment areas which wish to use the rail terminals these provide. In addition to growth in established types of traffic, such as port intermodal, domestic intermodal and automotive traffic, emerging opportunities exist linked to the burgeoning e-commerce sector and the growing challenges of city or urban logistics. This view is supported by the President of Prologis Europe. Writing in July 2017 for *Property Week*, he stated that:

'Rail freight still has a great deal of untapped potential for the logistics sector. The big supermarkets are already using rail extensively to transport ambient products and general merchandise. We believe it could also play a pivotal role in e-commerce.'

'E-commerce operators are under constant pressure to meet faster delivery times. But in densely populated urban areas, last-mile delivery can present problems. Fleets of delivery vans add to traffic congestion and air pollution, while the declining availability of industrial land means there is a shortage of distribution space.'

'Some retailers and distributors are using rail to work around these difficulties. They assemble deliveries at logistics centres close to intermodal terminals, then use trains to carry consumer products and perishable items into city centre stations. Effectively, the train becomes a moving consolidation centre that allows operators to transport goods in a way that is cost-efficient, faster and more sustainable than by road.'[62]

[61] Network Rail, FNPO Route Strategic Plan, page 25

[62] 'Rail freight has huge untapped potential for logistics', Ben Bannatyne President Prologis Europe, 14 July 2017 http://m.propertyweek.com/5090374.article?mobilesite=enabled&origin=PWbreakingnews

Conclusions

4.61 Logistics makes a significant direct contribution to the UK economy in terms of GVA and employment and it underpins the overall competitiveness of the UK economy. Warehouses are a critical component in virtually all modern supply chains.

4.62 The demand for large distribution centres is driven by retailers, manufacturers and third party logistics services providers. The Midlands attracts strong demand from companies for large- scale logistics properties, while the 'Golden Triangle' is the epicentre for national distribution. Given this and the fact that the Midlands is at the heart of the UK's rail freight network, it is unsurprising that this market also has an existing cluster of SRFIs. These SRFIs have developed and expanded even though they are relatively close to one another. Indeed, in some cases there is evidence of these SRFIs collaborating operationally.

4.63 In addition to on-site occupiers, the Proposed Development would have a large base of companies within its offsite core and secondary catchment areas from which to attract demand. It would be well placed in terms of the business markets it would serve.

4.64 Rail freight has grown strongly since privatisation despite a dramatic fall in coal traffic over recent years, which was formerly its largest market sector. The strongest growth has occurred in domestic intermodal traffic, which is the type of traffic that generates demand for either buildings on SRFI sites or for the use of rail terminals at SRFIs from companies based intheir surrounding catchment areas

4.65 Forecasts indicate robust rail freight growth in the period to 2023/24 with immediate opportunities in sectors such as intermodal and automotive and longer term opportunities in emerging new markets including express freight, urban logistics and e-commerce. This growth will drive demand for buildings at SRFIs and for the use of terminals on SRFIs by companies based in the surrounding area. As demand grows, existing consented SRFI sites will be developed out and, therefore, their supply will reduce, whilst the increase in companies on SRFI sites can be expected to generate more rail freight demand. However, these forecasts are critically dependent on an increase in rail connected sites – which is what SRFIs offer. If this does not happen then the forecast growth in rail freight will not be achieved and the policy benefits associated with modal shift will not be delivered.

5 Market Area Assessment

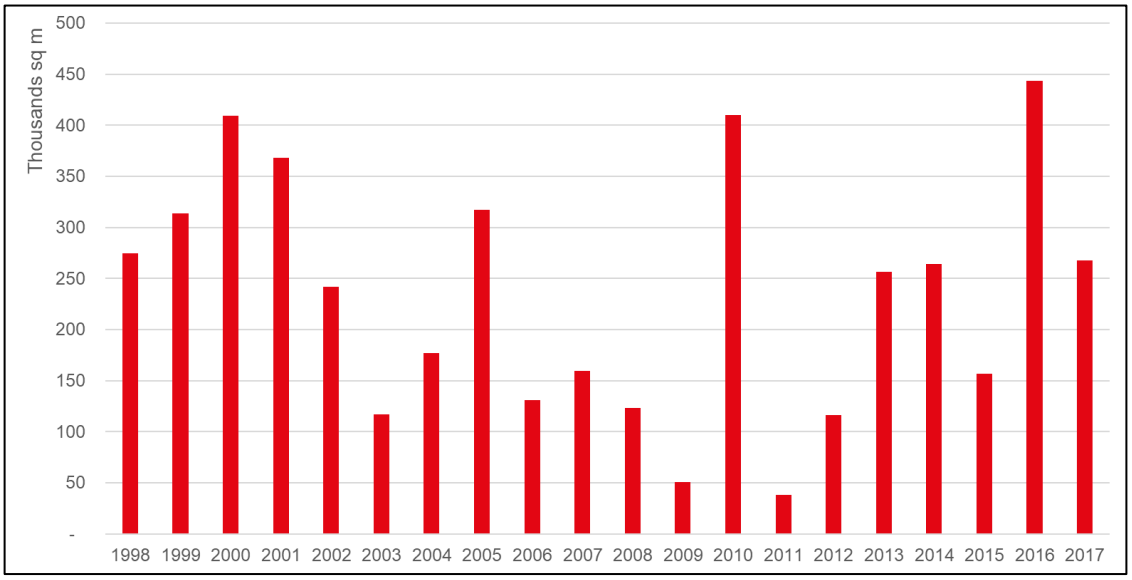
Introduction

5.1 This section provides a logistics property market assessment for the 'Golden Triangle' area defined in Section 4. As explained in that section, this area is widely recognised as the most important market area for companies requiring national distribution centres (NDCs) and therefore it is the most appropriate area to provide a market assessment for because companies requiring NDCs are the main market that the Proposed Development would target, in addition to RDCs. This is both a function of the site's location and its key attributes, including its rail access, and the scale of buildings that the Proposed Development is seeking to provide.

Total Occupier Demand

5.2 Within the property industry the traditional way of quantifying demand is in terms of the actual take-up of floorspace for occupation, although in practice occupier demand may be greater than take-up but constrained by available supply. Over the 20-year period (1998-2017) approximately 4.6 million sq m (49.9 million sq ft) of new logistics floorspace involving units of 9,290 sq m (100,000 sq ft) and over was taken up in the 'Golden Triangle'. This represented more than half (52%) of all take-up in the East and West Midlands combined and equated to 21% of the total take-up across GB over the same period. Figure 5.1 presents the annual level of logistics take-up in the 'Golden Triangle' over the past 20 years.

Figure 5.1: New logistics take-up involving units of 9,290 sq m in the local market area



Source: JLL. New units of 9,290 sq m (100,000 sq ft and over.

5.3 As with both the National and Midlands regional markets (see Appendix 1), the take-up of logistics floorspace in the 'Golden Triangle' was particularly strong in the last five years (2013- 2017) when an average of 277,635 sq m (3 million sq ft) was taken

up per annum. This was higher than the previous five years (2008-2012) when an annual average of 147,800 sq m (1.6 million sq ft) was taken up, and higher than the period 2003-2007 when an annual average of 180,278 sq m (1.9 million sq ft) was taken up.

5.4 The increase in the level of take-up for logistics facilities over the past 10 years is attributable to the demand for larger facilities. This is highlighted in Table 5.1 which shows the level of take-up in the 'Golden Triangle' over the past 20 years by building size bands.

Table 5.1: New logistics take-up in the Golden Triangle split by size band

	1998-2002			2003-2007		
	no. of units	**Total size**	**Average size**	**no. of units**	**Total size**	**Average size**
9,929 - 23,224 sq m (100,000 - 249,999 sq ft)	44	656,158 sq m	14,913 sq m	33	514,545 sq m	15,592 sq m
23,225 - 46,449 sq m (250,000 - 499,999 sq ft)	17	517,124 sq m	30,419 sq m	10	317,170 sq m	31,717 sq m
46,450 sq m + (500,000 sq ft +)	7	434,620 sq m	62,089 sq m	1	69,675 sq m	69,675 sq m

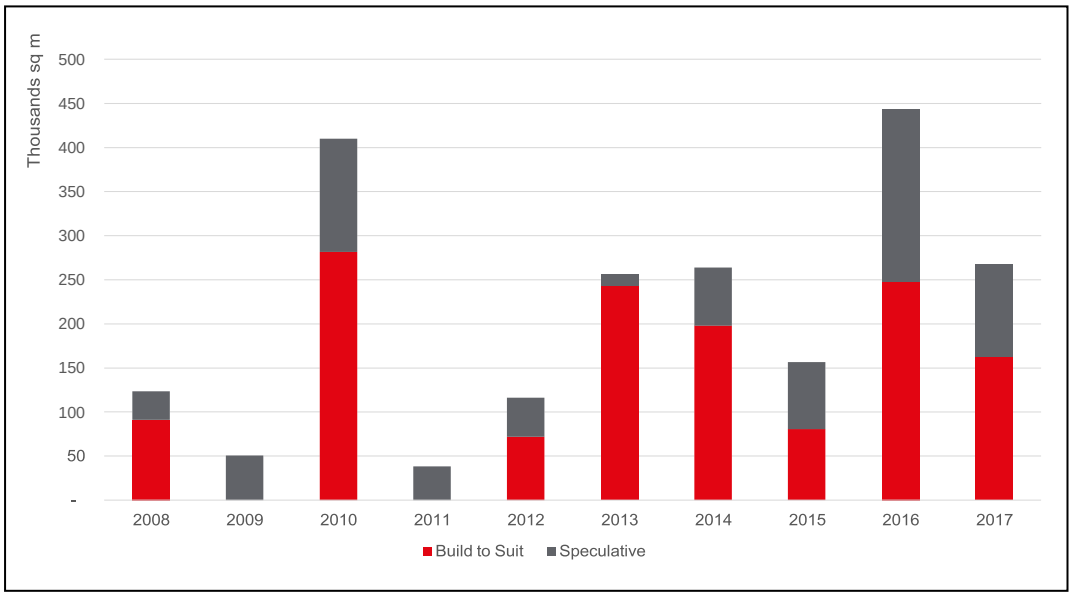
	2008-2012			2013-2017		
	no. of units	**Total size**	**Average size**	**no. of units**	**Total size**	**Average size**
9,929 - 23,224 sq m (100,000 - 249,999 sq ft)	13	196,206 sq m	15,092 sq m	32	475,098 sq m	14,847 sq m
23,225 - 46,449 sq m (250,000 - 499,999 sq ft)	11	325,402 sq m	29,582 sq m	18	546,774 sq m	30,376 sq m
46,450 sq m + (500,000 sq ft +)	3	217,386 sq m	72,462 sq m	5	366,305 sq m	73,261 sq m

Source: JLL

5.5 Based on the data in Table 5.1, the average size of unit taken up in the largest size band (46,450 sq m and over) increased over these four five-year periods. This average was 62,088 sq m (668,315 sq ft) between 1998 and 2002; 69,675 sq m (749,982 sq ft) between 2003 and 2007; 72,462 sq m (779,980 sq ft) between 2008 and 2012 and 73,261 sq m (788,581 sq ft) between 2013 and 2017.

5.6 This increase in the average size of buildings taken up in the 'Golden Triangle' market area is in line with wider national trends as noted in Appendix 1 paragraph 6. Most take-up of buildings in the largest size band in the 'Golden Triangle' (as in the wider Midlands region and GB) involves Built to Suit (BTS) buildings as opposed to speculative development. Figure 5.2 shows the level of new logistics take-up in the 'Golden Triangle' over the past 10 years (2008-2017) split between BTS and speculative buildings.

Figure 5.2: New logistics take-up split between built to suit and speculative units



Source: JLL. New units of 9,290 sq m (100,000 sq ft and over.

5.7 Over the past 10 years (2008-2017) approximately 65% of all new logistics take-up in the 'Golden Triangle' involved new BTS facilities. Over the past five years (2013-2017) this share was 67%.

Occupier demand at SRFI sites

5.8 There has been strong demand for large logistics facilities on the Golden Triangle's four existing SRFI sites: DIRFT, Hams Hall, Birch Coppice and East Midlands Gateway. This is highlighted in the case studies of each SRFI below and in Table 5.2 which summarises the occupation of large logistics buildings of 9,290 sqm (100,000 sq ft) and over on these sites.

DIRFT:[63]

5.9 The Daventry International Rail Terminal (DIRFT) is one of the earliest SRFIs. The first phase of DIRFT comprised a 147.3-hectare (364-acre) logistics park with planning permission for around 371,600 sq m (4 million sq ft) and included a rail terminal to operate on the West Coast Main Line. Promoted by Severn Trent Property Ltd, DIRFT was officially opened in November 1997. Within 10 years this phase had been built out with a range of major companies in occupation including DHL, Eddie Stobart and Tesco.

5.10 Prologis acquired Severn Trent Property Ltd in 2006 and became the owner of the rail terminal and a 52.6-ha (130-acre) expansion site at DIRFT. It started developing the phase two land in 2010, with a 78,036 sq m (840,000 sq ft) national distribution centre for Tesco. This was followed by a 92,900 sq m (1 million sq ft) general merchandise distribution hub for Sainsbury's and a 39,018 sq m (420,000 sq ft) intermodal hub for Eddie Stobart. By 2015, the second phase of the development was complete. All three phase-two buildings have their own dedicated rail connections.

[63] Adapted from On the Right Track: 20 years at DIRFT. Prologis, 27 April 2017.

5.11 Quotations from each of the companies occupying the phase two development provide insight into why they (and companies more widely) are investing in rail freight.[64]

'Rail freight is part of our ongoing commitment to be a zero carbon business by 2050. It is the most sustainable way of transporting goods across the country.'

(Nigel Jones, UK Logistics Director, Tesco)

'Aware of increasing fuel costs, growing road congestion, and the relative environmental impacts of Road vs. Rail, our ambition is to explore the viability of rail freight as a component of our logistics operation.'

(Simon Polmear, Strategic Transport Development Manager, Sainsbury's)

'We already occupy a number of buildings at DIRFT, and we know it is an excellent location for many of our customers. This new building will further our rail capability and is a significant investment in the continuing success of our business.'

(William Stobart, Executive Chairman, Eddie Stobart).

5.12 In 2014, the Secretary of State granted Prologis a Development Consent Order for a further 724,620 sqm (7.8 million sq ft) of rail-served logistics space at DIRFT. Since then Arcadia has purchased a site for a 37,160 sq m (400,000 sq ft) facility and Panic Transport has leased a 10,684 sq m (115,000 sq ft) speculative building.

Hams Hall

5.13 Planning permission was granted in 1994 for the redevelopment of this former power station as a manufacturing and distribution park of approximately 520,240 sq m (5.6 million sq ft), including a rail freight terminal. The development of the park began in 1995 and the rail terminal opened in 1998. Hams Hall has been very successful at attracting a range of large logistics occupiers such as Sainsbury's 72,803 sq m (783,674 sq ft), Kuehne & Nagel, 15,793 sq m (170,000 sq ft), Accident Exchange, 20,366 sq m (219,222 sq ft), Wincanton, 24,526 sq m (264,000 sq ft), Arvato, 20,978 sq m (225,808 sq ft), The Works, 16,000 sq m (172,215 sq ft), SERTEC, 13,192 sq m (142,000 sq ft), DHL 15,969 sq m (171,894 sq ft), BEKO, 14,864 sq m (160,000 sq ft) and Plastics Omnium, 11,216 sq m (120,735 sq ft). This site also includes a BMW engine manufacturing plant.

Birch Coppice, Dordon (Birmingham Intermodal Freight Terminal – BIFT)

5.14 The Birch Coppice SRFI was a former colliery site acquired by IM Properties in 1997 and now provides over 371,600 sq m (4 million sq ft) of rail serviced warehousing developed over three phases. Phase 1 included a 14.16 ha (35-acre) rail freight terminal constructed in 2006 and a 71,812 sq m (773,000 sq ft) logistics building built for TNT, for an Audi Volkswagen contract, which included its own dedicated rail siding. In 2010 planning consent was granted for a second phase to provide up to 185,800 sq m (2 million sq ft) of rail-served warehousing. Ocado purchased a 14.25 ha (35.2-acre) site for a 53,418 sq m (575,000 sq ft) warehouse on this phase, which was completed in 2013. IM Properties undertook two speculative developments comprising 15,384 sq m (165,600 sq ft) and 15,691 sq m (168,900 sq ft) which were

[64] Prologis, PrologisRFI, DIRFT. This is Logistics

leased by Bunzl and DAU Draemaier respectively. Euro Car Parts leased a built to suit facility of 72,276 sq m (778,000 sq ft) in 2014, and another speculative building of 14,167 sq m (152,500 sq ft) was leased by UPS. A third and final phase includes two buildings let to Beko - a building of 5,853 sq m (63,000 sq ft) and another of 26,198 sq m (282,000 sq ft) plus another speculative development of 7,432 sq m (80,000 sq ft) let to HIB Ltd.

East Midlands Gateway

5.15 Since first being promoted to the market in October 2017, East Midlands Gateway has already seen around 179,744 sq m (1,934,821 sq ft) taken-up in four BTS logistics buildings. The first deal was to Amazon for a 51,095 sq m (550,000 sq ft) facility.[65] This was followed by a 59,177 sq m (637,000 sq ft) building for XPO (for a Nestle contract) a 51,306 sq m (552,274 sq ft) facility for Shop Direct and a 18,166 sq m (195,547 sq ft) facility for Kuehne & Nagel.

5.16 Table 5.2 summarises the occupation of large logistics buildings of 9,290 sq m (100,000 sq ft) and over on these SRFIs. In total some 1.45 million sq m (15.65 sq ft) has been built to date and all buildings that have been built are occupied. Both the level of development and take-up and the zero vacancy rate for large logistics buildings highlight strong demand from companies for facilities at SRFIs in the 'Golden Triangle'.

Table 5.2: The take-up and occupation of large logistics facilities at SRFIs in the 'Golden Triangle'

	Total developed floorspace sq m	Total occupied sq m	Total immediately available in buildings sq m
Birch Coppice	350,974	350,974	0
DIRFT	650,828	650,828	0
East Midlands Gateway	161,579	161,579	0
Hams Hall	290,538	290,538	0
Total	**1,453,919**	**1,453,919**	**0**

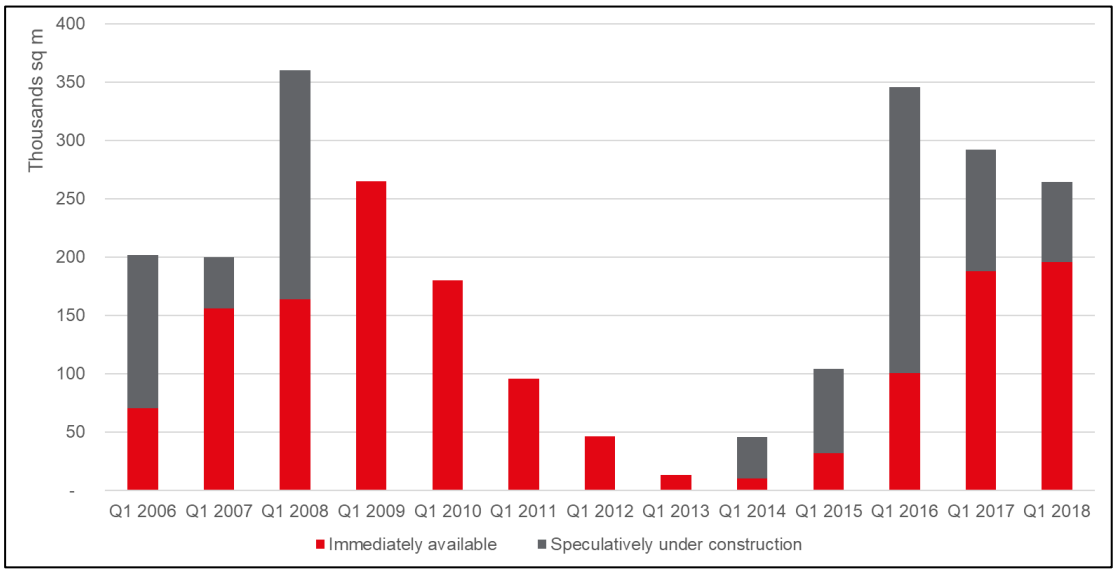
Source: JLL. Based on logistics units of 9,290 sq m (100,000 sq ft) and above. Smaller units excluded, as is the BMW Engine Plant at Hams Hall. As at June 2018.

Available Supply of Buildings

5.17 At the end of March 2018 there was 264,607 sq m (2.8 million sq ft) of new logistics floorspace available within the 'Golden Triangle'. This comprised 195,675 sq m (2.1 million sq ft) in ready- to-occupy immediately available buildings and 68,932 sq m (c. 742,000 sq ft) speculatively under construction. Available supply in the 'Golden Triangle' accounted for 50% of total new supply in the East and West Midlands combined. Figure 5.3 charts the new supply in the 'Golden Triangle' as at the end of the first quarter of each year back to 2006.

[65] JLL has only counted the ground floor area of this building. We understand that it will include two mezzanine floors. As a result, the total area is often reported as 120,770 sq m (1.3 million sq ft).

Figure 5.3: New logistics supply in the 'Golden Triangle'



Source: JLL. New buildings of 9,290 sq m (100,000 sq ft) and over

5.18 Within the 'Golden Triangle', new supply has been on a downward trend over the past three years, in contrast to both the national picture and overall supply levels in the East and West Midlands regions. At the end of March 2018 available supply in the 'Golden Triangle' was 9%lower than March 2017 and 24% lower than March 2016. New supply at the end of March 2018 was also 27% lower than the most recent peak at the end of March 2008.

5.19 The falling level of new supply in the 'Golden Triangle' over the past three years, despite a pick-up in new speculative development, highlights a stronger level of demand in this market compared with the wider regional and national markets.

Available Sites

5.20 Within the 'Golden Triangle' there are a number of sites that are being promoted for distribution development with, or without, planning consent. **Appendix 2** lists the sites in this area that JLL is aware of that are being promoted by developers and which are able to deliver large logistics facilities of 9,290 sq m (100,000 sq ft) and over.

Rail connected sites with planning consent

5.21 There are four existing consented sites within the 'Golden Triangle' that are rail connected. As at June 2018, JLL estimates that:

- DIRFT III has a further development potential of around 622,430 sq m (6.70 million sq ft);
- East Midlands Gateway has a further development potential of around 300,000 sq m (3.23 million sq ft);
- Prologis Hams Hall has potential to develop up to 82,400 sq m (886,950 sq ft);

- EMDC has potential to develop a further 128,477 sq m (1.38 million sq ft).

5.22 Three of these four schemes are SRFIs (DIRFT, East Midlands Gateway and Hams Hall). Therefore, these four schemes combined have a future development potential of around 1.13 million sq m (12.1 million sq ft) of distribution warehouse/logistics floorspace.

Rail connected sites without consent

5.23 There are currently three other sites within the 'Golden Triangle' that are in the process of seeking permission for a SFRI, including the Proposed Development.[66] Subject to consent, these have potential to provide around 2.02 million sq m (21.74 million sq ft) of rail served logistics space in total.

- The Proposed Development (Rail Central): this includes up to 702,097 sq m (7.56 million sq ft) Gross External Area of rail connected and rail served warehousing and ancillary service buildings;

- Northampton Gateway: Roxhill has submitted a DCO application for a SRFI comprising 468,000 sq m (c. 5.0 million sq ft) Gross Internal Area of rail served logistics floorspace;

- Hinckley National Rail Freight Interchange (HNRFI): db symmetry intends to submit a DCO application for a SRFI at this site, which has road access from junction 2 of the M69. This would have a development potential of around 850,000 sq m (9.15 million sq ft) of logistics space. This site is not at such an advanced stage from a planning perspective as Northampton Gateway and Rail Central. In April 2018, db symmetry reported that it had submitted a Scoping Report as the first step towards beginning discussions with stakeholders.[67]

5.24 In our opinion, it is unsurprising that there are a number of additional proposals for SRFIs in the 'Golden Triangle', given the success of the four existing consented SRFIs and the demand for NDCs and RDCs in this area.

Non-rail connected sites with planning consent

5.25 There are seven non-rail connected sites in the 'Golden Triangle' which have planning permission to develop up to 730,522 sq m (7.86 million sq ft) of logistics floorspace.

Non-rail connected sites without planning consent

5.26 There are 11 non-rail connected sites in the 'Golden Triangle' without planning

[66] West Midlands Interchange at Four Ashes in South Staffordshire does not fall within our 'Golden Triangle' market assessment area.
[67] db symmetry, *Discussions begin on potential major infrastructure project in Hinckley* 4 April 2018 https://www.dbsymmetry.com/discussions-begin-potential-major-infrastructure-project-hinckley/

consent but which, subject to planning, could have the potential to develop a further 2.1 million sq m (22.6 million sq ft) of logistics floorspace.

Conclusions

5.27 The 'Golden Triangle' has attracted enormous demand for large-scale logistics facilities over a sustained period. Over the past five years, take-up has increased driven by increasing demand for larger buildings.

5.28 Occupier demand for properties on SRFIs within the Golden Triangle has been strong. To date some 1.45 million sq m (15.65 million sq ft) has been built and occupied at four SRFIs in buildings of 9,290 sq m (100,000 sq ft and over). The vacancy rate for large buildings on these SRFI sites is zero.

5.29 The level of floorspace occupied at these four existing SRFI's exceeds the additional floorspace that can be provided by all consented rail connected sites in the area: DIRFT III, East Midlands Gateway, Prologis Hams Hall and EMDC (East Midlands Distribution Centre). Given rail freight growth forecasts and evidence of growing interest among companies in rail freight this implies a potential future imbalance with demand exceeding supply.

5.30 There is additional potential new supply in three SRFIs that are currently being promoted through the planning system, including the Proposed Development. This potential supply reflects the central role that the Midlands and the 'Golden Triangle' play in UK and regional rail freight and in logistics more widely. Companies requiring large-scale logistics facilities for their supply chains want a choice of locations and as the NN NPS acknowledges: 'Given the locational requirements and the need for effective connections for both rail and road, the number of locations suitable for SRFIs will be limited, which will restrict the scope of developers to identify viable alternative sites.'[68] Therefore, this potential supply reflects the confidence that developers have in the demand for SRFIs in the 'Golden Triangle'.

[68] Department for Transport, National Policy Statement for National Networks, December 2014, para 2.56

6 Conclusions

6.1 The Proposed Development for a Strategic Rail Freight Interchange in Northamptonshire is being promoted to meet the continuing demand for large-scale logistics facilities which companies require for efficient supply chain operations. The most likely specific target market will be companies that require National Distribution Centres (NDCs) or Regional Distribution Centres (RDCs). The demand for these type of facilities is heavily concentrated within the 'Golden Triangle', which includes the location of the Proposed Development. Companies are increasing their demand for rail freight due to a range of factors, including a more competitive service offer from the rail freight industry and a growing emphasis by companies on incorporating more sustainable (lower carbon) transport into their logistics operations.

6.2 The Government's National Policy Statement for National Networks (2014) recognises that there is a 'compelling need' for an expanded network of SRFIs. It identifies a number of key drivers including the changing needs of the logistics sector, rail freight growth, the environmental advantages of rail freight and the economic and employment benefits that SRFIs can generate.

6.3 The availability of SRFIs is constraining rail freight growth and, in turn, the demand for SRFIs. The Government's Rail Freight Strategy (2016) includes independent analysis that identifies the availability of rail freight terminal capacity, including SRFIs, as a key constraint on the growth of rail freight. This is particularly the case for ports intermodal traffic and domestic intermodal traffic, two of the key rail freight sectors that have seen strong growth. These two sectors are the main drivers of demand from companies for logistics facilities on SRFIs, and for the use of rail terminals at SRFIs by companies located either on SRFIs or in their surrounding catchment areas.

6.4 Network Rail has also identified a shortage of terminal capacity noting that network capacity and capability enhancements are ineffective if there is insufficient terminal capacity to accommodate the traffic they enable. Therefore, without additional rail freight interchange capacity the benefits associated with rail freight and modal shift from road will not be secured and freight movement will continue to be predominantly road-based.

6.5 The logistics sector makes a vital contribution to the UK economy. Structural changes in logistics and supply chain management have driven a wave of demand for large-scale logistics buildings, which are critical nodes in virtually all supply chains. E-commerce is just one of these drivers, but it has expanded hugely over recent years and it is forecast to continue growing. There is increasing evidence that many companies are either currently using rail, or are seeking to use it, within their supply chain operations. These companies include major retail supermarkets and other retailers, food and drink manufacturers, automotive manufacturers and leading logistics service providers.

6.6 Within the UK, the Midlands attract a substantial proportion of all occupier demand for large logistics facilities, due to its central strategic location and market access, the quality of its transport infrastructure, the availability of suitable sites and the availability of appropriate labour and skills. Within this area, the 'Golden Triangle', which includes the location of the Proposed Development, is recognised as the epicentre for UK logistics and this is the key area for NDCs. The Midlands is also at the heart of the UK rail freight network and hence it plays a key role in both national and regional freight movements. Given these facts, it is unsurprising, that the Midlands and 'Golden

Triangle' are also key areas for SRFIs. This is highlighted by the existing SRFIs in the Midlands at: DIRFT; Hams Hall; BIFT, Birch Coppice; and the SEGRO Logistics Park East Midlands Gateway.

6.7 There is strong demand from companies for large-scale logistics facilities on SRFIs. Across GB, some 2.28 sq m (24.5 million sq ft) of floorspace is occupied in large logistics buildings of 9,290 sq m (100,000 sq ft) and over on eight SRFIs; within the 'Golden Triangle' 1.45 million sq m (15.65 million sq ft) is occupied in large logistics units on four existing SRFIs. In addition, across GB, the vacancy rate for large logistics units on the eight SRFIs is just 3%, less than half that for the market generally (7%); and within the 'Golden Triangle' the large logistics buildings on the existing four SRFIs are 100% occupied. The intermodal rail terminals at SRFIs also attract strong demand from companies either on SRFIs or in their off-site surrounding catchment areas.

6.8 Within the 'Golden Triangle' the off-site catchment areas of the existing SRFIs overlap to varying extents but this has not prevented each from growing and developing because of strong demand, as highlighted in their respective levels of development and occupation. The Proposed Development has a strong off-site catchment area with 371 large-scale modern logistics buildings totalling 8.19 million sq m (88.18 million sq ft) within a 50 km radius of the site. These facilities are occupied by more than 200 different companies, including many which are already using rail or which, based on their products and supply chains, might reasonably be considered as potential rail freight users.

6.9 The Proposed Development at Rail Central would complement the existing network of SRFIs by advancing it further south and help to service market areas that are underprovided for in terms of SRFIs. For example, the National Policy Statement for National Networks recognises the particular challenge in expanding rail freight interchanges to service London and the South East. This is due to a lack of suitable sites to service these regions. As Rail Central is situated at the southern tip of the 'Golden Triangle' it would be well located to also help service these markets, which together comprise the largest economic regions and consumer markets in the UK.

6.10 Overall, therefore, the Proposed Development represents an appropriate response to market demand by providing both an intermodal terminal and a dedicated express freight terminal. It would help address the compelling need the Government has identified for additional SRFI capacity as part of an expanded national network of SRFIs.

Appendix 1: National and Regional Logistics Property Market Review

Introduction

1 This Appendix reviews the national and regional distribution warehouse property markets based on JLL's market data. As the Proposed Development will involve the development of new and large-scale strategic distribution warehouse facilities, the data we refer to are JLL's own based on new (not formerly occupied) distribution warehouse (i.e. logistics) buildings of 9,290 sq m (100,000 sq ft) and above. Buildings of this size are widely recognised within the property industry as a distinct market. The national review focuses on Great Britain. The regional review focuses on the East and West Midlands regions combined and individually.

National overview

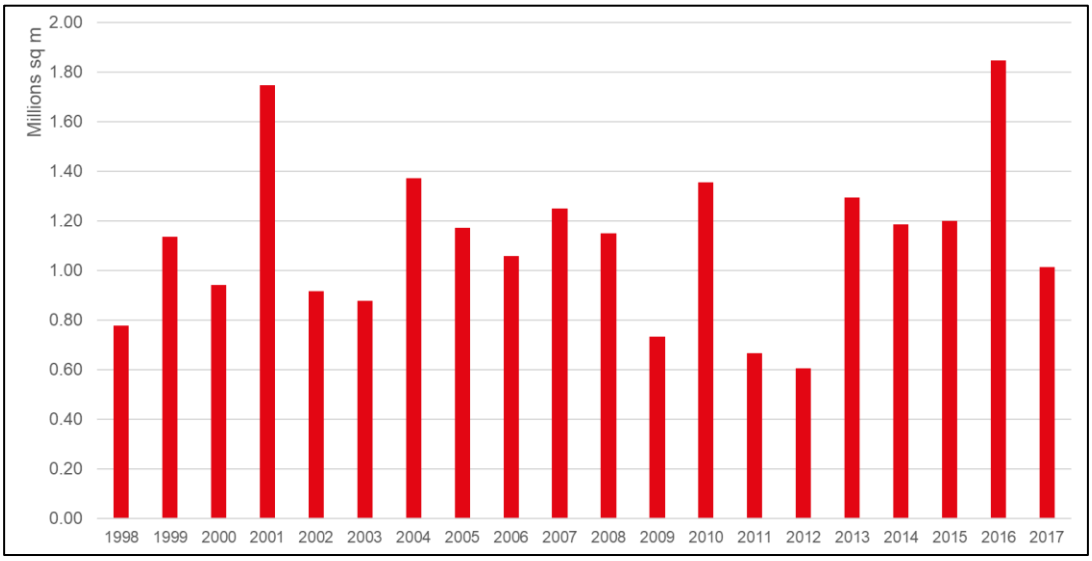
Total occupier demand

2 In section 4 of the main report we considered the key drivers of demand. In this Appendix we examine the statistical evidence on the quantum of demand. In the property industry, the standard measure of demand is the amount of floorspace 'taken up' for occupation and use by companies or other organisations.

3 Over the last 20 years, 1998-2017 inclusive, around 22.3 million sq m (240.1 million sq ft) of new logistics floorspace was taken up across GB, an average of 1.1 million sq m (12.0 million sq ft) per annum.

4 Figure 1 plots the take-up of new logistics space over this period. Although, the annual level of floorspace taken up has clearly varied, even when take-up was at its lowest (in 2012), an annual level of around 605,000 sq m (6.5 million sq ft) of new floorspace was still taken-up for occupation across GB. This long-term data suggests that nationally demand has been generally robust and resilient, due no doubt to the strong drivers considered in Section 4.

Figure 1: New logistics take-up involving units of 9,290 sq m and over



Source: JLL. New units of 9,290 sq m (100,000 sq ft) and over

5 Table 1 highlights the relatively strong take-up of new floorspace over the past five years. Over this period (2013-2017) approximately 6.5 million sq m (70.4 million sq ft) of new floorspace was taken up across GB, an average of 1.3 million sq m (14.1 million sq ft) per annum. This was higher than recorded in the previous three five-year periods.

Table 1: New logistics take-up per annum vs GDP growth

	1998-2002	2003-2007	2008-2012	2013-2017
New logistics take-up involving units of 9,290 sq m +	1.1 million sq m pa	1.1 million sq m pa	902,000 sq m pa	1.3 million sq m pa
GDP growth annual average over five year periods	3.0% pa	2.7% pa	0% pa	2.2% pa

Source: JLL: new logistics take-up, ONS: GDP growth

6 The higher level of take-up recorded over the past five years compared with the three previous five-year periods is mainly attributable to an increase in the take-up of larger buildings. As highlighted in Table 2, 39 buildings of 46,450 sq m (500,000 sq ft) and over were taken up in the five years 2013-2017 compared with 24 in the preceding five years (2008-2012), 29 in the 5-year period prior to that (2003-2007) and 21 in the five years 1998 to 2002.

Table 2: New logistics take-up split by size band

	1998-2002		2003-2007		2008-2012		2013-2017	
	no. of units	**Total size**	**no. of units**	**Total size**	**no. of units**	**Total size**	**no. of units**	**Total size**
9,290 - 23,224 sq m (100,000 - 249,999 sq ft)	186	2.6 million sq m	123	1.8 million sq m	101	1.4 million sq m	141	2.0 million sq m
23,225 - 46,449 sq m (250,000 - 499,999 sq ft)	54	1.6 million sq m	66	2.1 million sq m	44	1.4 million sq m	65	2.0 million sq m
46,450 sq m + (500,000 sq ft +)	21	1.3 million sq m	29	1.8 million sq m	24	1.6 million sq m	39	2.5 million sq m

Source: JLL. New units of 9,290 sq m (100,000 sq ft) an over

7 One factor that has driven the demand for very large buildings has been the growth in e- commerce, as many operators have acquired large buildings for e-fulfilment centres. Over the five years 2013-2017 some 16.4% of all floorspace taken up in new buildings was in dedicated e-fulfilment facilities, compared with just 1.6% in the five years 2003-2007.

8 The take-up of new logistics buildings can be segmented between the take-up of buildings that are developed on a built to suit (BTS) basis and the take-up of buildings that are developed speculatively. These two types of buildings - BTS and speculative - are the two ways that the market for new logistics buildings is traditionally segmented by the property industry.

9 BTS facilities are built by developers (or a contractor appointed directly by the company requiring the building) for specific occupiers based on prior agreement. BTS buildings can be relatively generic buildings or quite specialised, depending on what the occupier requires. Speculative buildings are relatively generic buildings that developers build for the market, without a specific occupier already agreeing to take them. These buildings generally conform to a relatively generic standard to appeal to as wide a market as possible.

10 Figure 2 plots the take-up of new logistics distribution warehouse space over the last 10 years (2008-2017) split between floorspace in new BTS buildings and floorspace in new speculatively developed buildings.

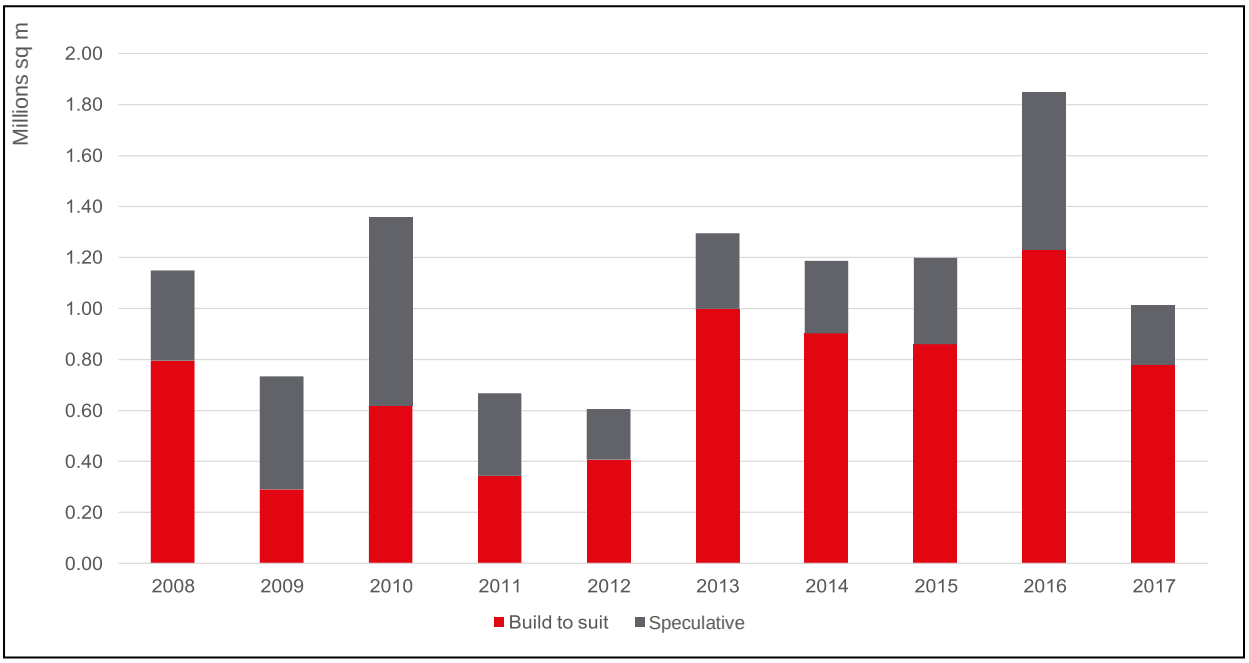
11 Over the most recent five years (2013-2017):

- a total of 6.5 million sq m (70.4 million sq ft) of new floorspace was taken up, an average of 1.3 million sq m (14.1 million sq ft) per annum;
- a total of 4.77 million sq m (51.37 million sq ft) was taken up in BTS buildings (an annual average of 954,494 sq m (10.27 million sq ft);

- a total of 1.77 million sq m (19.06 million sq ft) was taken up in speculative buildings (an annual average of 354,147 sq m/3.8 million sq ft).

Figure 2: New logistics take-up involving units of 9,290 sq m split between build to suit and speculative units

Source: JLL. New units of 9,290 sq m (100,000 sq ft) and over



12 Table 3 lists the 10 largest new logistics units that have been taken up across GB since 2013 to illustrate the type of occupiers that require these very large buildings. As this shows, demand has been driven by a range of major retailers, although JLR stands out as a major manufacturing company. These buildings were all taken up on a Built to Suit (BTS) basis.

Table 3: The 10 largest new logistics units that have been taken up in GB since 2013

Location	Size (sq m)	Occupier	Building type	Year
Wixams Bedford	88,255	Aldi	BTS	2018
Damson Parkway Solihull	91,797	Jaguar Land Rover	BTS	2018
Wixams Bedford	92,900	B&M Retail	BTS	2017
iPort Doncaster	100,367	Amazon	BTS	2016
Central Park Avonmouth	107,648	The Range	BTS	2016
Mountpark Bardon	92,900	Amazon	BTS	2016
G-Park Doncaster	85,082	Next	BTS	2014
Central A14 Islip Northampton	98,474	Primark	BTS	2014
Magna Park Milton Keynes	87,182	Waitrose	BTS	2014
DIRFT Daventry	92,900	Sainsbury's	BTS	2013

Source: JLL

Total Available Supply

13 JLL's data on the available supply of new logistics space in buildings of 9,290 sq m (100,000 sq ft) and over comprises space available in buildings which are immediately available (ready-to- occupy) and space in buildings which are speculatively under construction. We include the latter because buildings that are under construction speculatively are always marketed as available during their build period.

14 At the end of March 2018 (our most recent data) the total amount of available space across GB stood at 1,073,095 sq m (11.55 million sq ft) in 60 new buildings. This total comprised 592,183 sq m (6.36 million sq ft) in 34 ready to occupy buildings and a further 480,912 sq m (5.18 million sq ft) available in 26 buildings under construction speculatively.

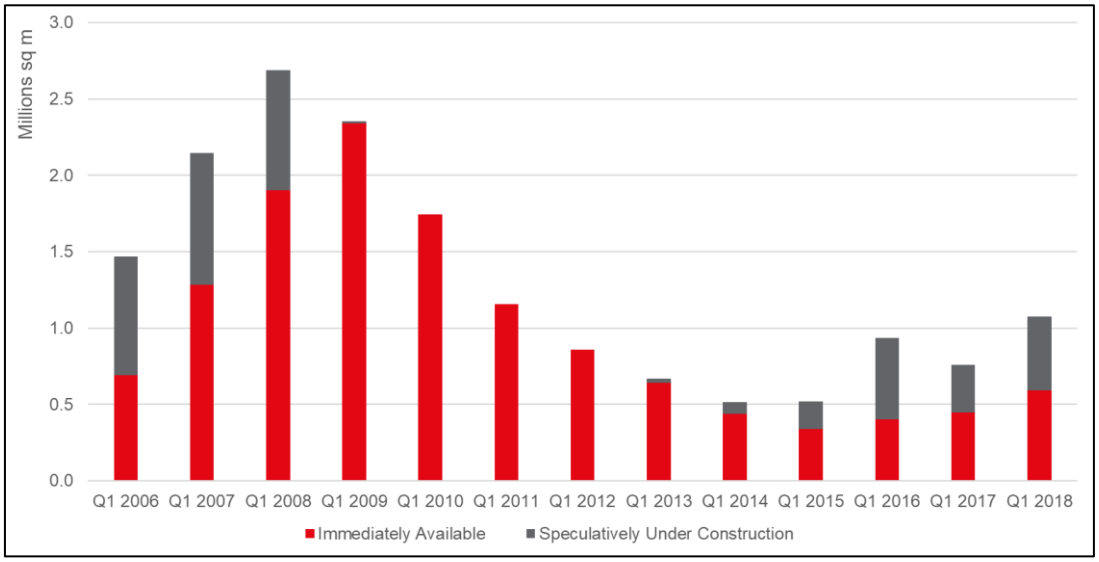
15 Figure 3 presents our data for available supply as at the end of March (Q1) each year for 13 years to show the trend through the property cycle. March 2018 is the date of our latest data.

16 Before the Global Financial Crisis and UK recession (2008-2009) a significant amount of speculative development had taken place, and this led to a rising level of available new supply which peaked in March 2008. When the recession caused demand to fall, developers quickly stopped speculative development and available supply gradually fell to a March low point in 2014. As supply diminished and the UK economy and property market improved, developers started to undertake more speculative development once again, although at a relatively modest level compared to before the UK recession. As a result, the level of new supply has trended up over the past few years.

17 Although the level of available space increased between March 2017 and March 2018 due to an increase in both ready-to-occupy space and space under construction, the total level of available supply at March 2018 remained below its average March level over the full period (1,297,938 sq m/13.97 million sq ft). In

addition, the level of supply at March 2018 was well below its previous record high 10 years earlier, when some 2,672,297 sq m (28.76 million sq ft) had been on the market.

Figure 3: New logistics supply in GB involving units of 9,290 sq m and over at the end of March each year



Source: JLL. New units of 9,290 sq m (100,000 sq ft) and over

18 The level of available new space across GB at the end of March 2018 (1,073,095 sq m/11.55 million sq ft) represented less than one year of supply compared with the annual average level of take-up of all new space recorded over the past five years (1.3 million sq m/13.99 million sq ft)).

19 The level of available space across GB at the end of March 2018 represented three years of supply compared with the annual average level of take-up over the past five years for speculatively developed space only (354,147 sq m per annum/3.81 million sq ft).

Occupier demand for warehouse properties on rail-connected sites

20 As shown in Map 4.2, JLL identifies eight SRFI sites across GB. According to our data some 2.28 million sq m (24.52 million sq ft) of floorspace has been developed on these eight SRFI sites, 97% of which is occupied. This highlights strong demand from companies to locate on SRFI sites.

Table 4: The take-up of new space on SRFIs

	Total developed floorspace sq m	Total occupied sq m	Total available sq m
Birch Coppice	350,974	350,974	0
DIRFT	650,828	650,828	0
East Midlands Gateway	161,579	161,579	0
Eurocentral	188,838	188,838	0
Hams Hall	290,538	290,538	0
Iport Doncaster	242,111	212,848	29,264
Wakefield Europort	338,878	298,966	39,912
3MG Merseyside MultiModal Gateway	54,094	54,094	0
Total	**2,277,840**	**2,208,665**	**69,176**

Source: JLL. Based on logistics units of 9,290 sq m and above. Smaller units excluded, as is the BMW Engine Plant at Hams Hall. As at June 2018.

Regional overview

Take-up

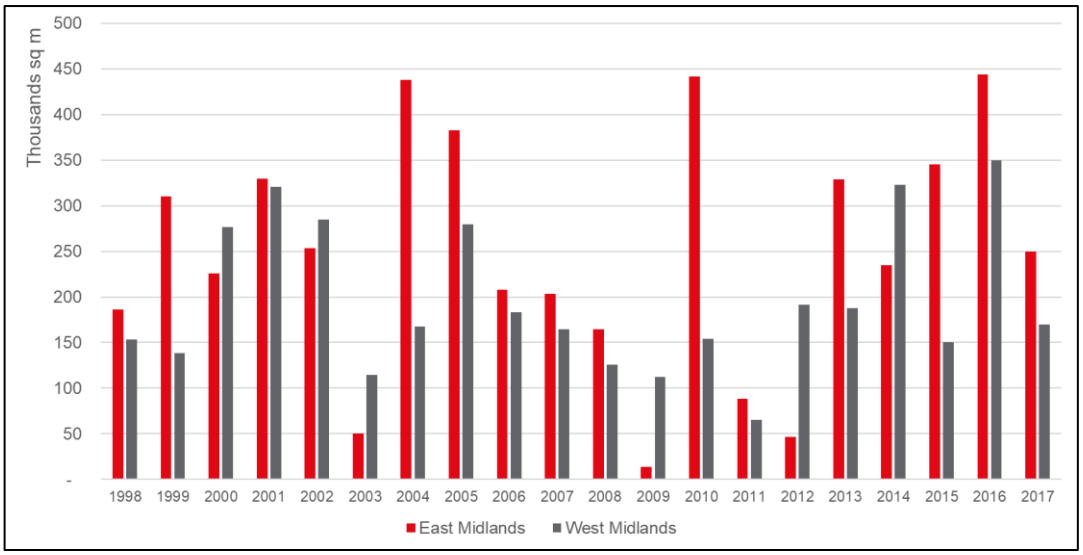
21 Over the 20-year period 1998-2017 approximately 8.9 million sq m (95.4 million sq ft) of new distribution warehouse floorspace was taken up in the East and West Midlands regions combined. Take-up in these two regions accounted for 40% of total GB take-up over this period.

22 Approximately 4.9 million sq m (53.3 million sq ft) was taken up in the East Midlands and 3.9 million sq m (42.1 million sq ft) was taken up in the West Midlands.

23 The East Midlands region, which is where the Proposed Development is located, attracted the largest share of take-up over the past 20 years of all the GB regions.

24 Figure 4 below charts the level of new logistics floorspace taken up in the East and West Midlands since 1998.

Figure 4: New logistics take-up involving units of 9,290 sq m and over in the East and West Midlands



Source: JLL. New units of 9,290 sq m (100,000 sq ft) and over

25 Over the past five years approximately 2.8 million sq m (30.0 million sq ft) of new logistics floorspace was taken up in the East and West Midlands combined, an annual average of 557,400 sq m (6.0 million sq ft) per annum.

26 This level of take-up was double the level recorded in the previous five years (2008-2012) when 1.4 million sq m (15.1 million sq ft) was taken up. It was also higher than the five years before then (2003-2007) when 2.2 million sq m (24.0 million sq ft) was taken up.

27 Figure 5 below shows the level of new take-up in the Midlands regions over the past 10 years split between BTS and speculative buildings.

28 **Across the Midlands overall**, over the most recent five years (2013-2017):

- a total of 2.78 million sq m (29.97 million sq ft) of new floorspace was taken up, an average of 556,823 sq m (5.99 million sq ft) per annum;
- a total of 2.01 million sq m (21.64 million sq ft) was taken up in BTS buildings (an annual average of 402,091 sq m (4.33 million sq ft));
- a total of 773,660 sq m (8.33 million sq ft) was taken up in speculative buildings (an annual average of 154,732 sq m (1.67 million sq ft).

29 **Across the East Midlands only**, over the most recent five years (2013-2017):

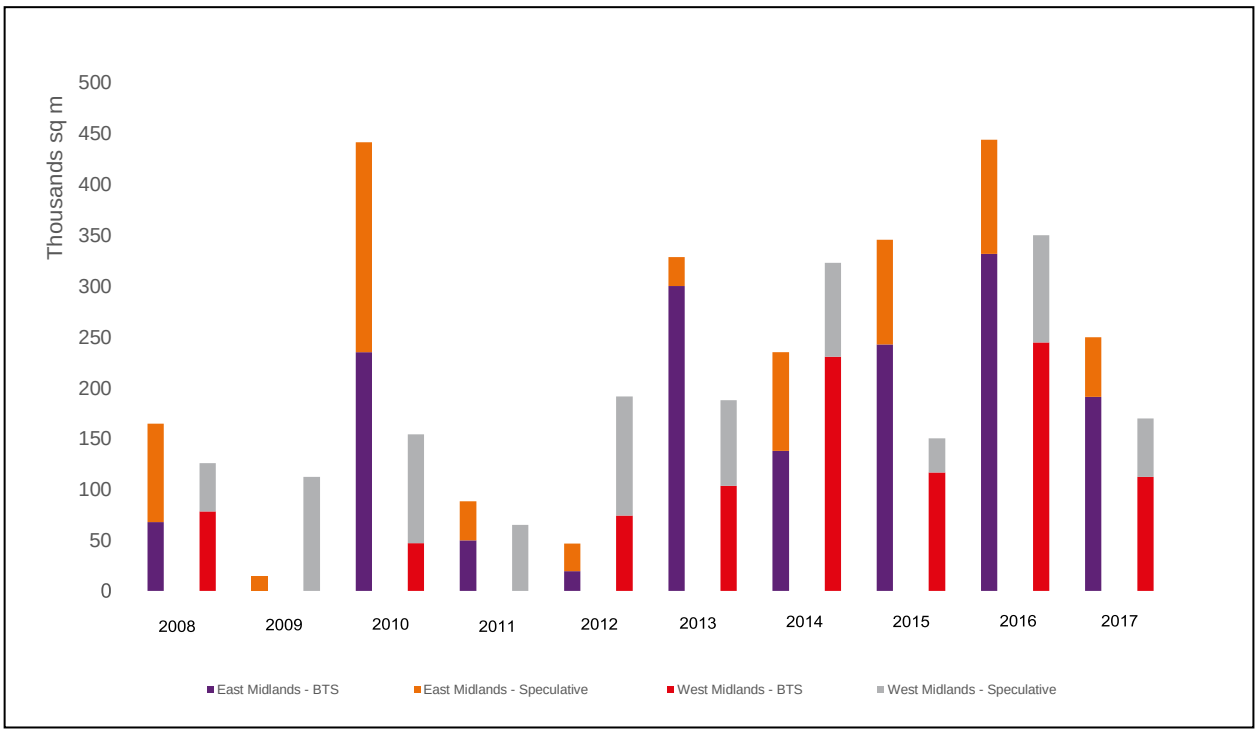
- a total of 1.60 million sq m (17.26 million sq ft) of new floorspace was taken up, an average of 320,641 sq m (3.45 million sq ft) per annum;
- a total of 1.20 million sq m (12.95 million sq ft) was taken up in BTS buildings (an annual average of 240,646 sq m (2.59 million sq ft);

- a total of 399,985 sq m (4.31 million sq ft) was taken up in speculative buildings (an annual average of 79,997 sq m (861,100 sq ft).

30 **Across the West Midlands only**, over the most recent five years (2013-2017):

- a total of 1.18 million sq m (12.71 million sq ft) of new floorspace was taken up, an average of 236,181 sq m (2.54 million sq ft) per annum;
- a total of 807,220 sq m (8.69 million sq ft) was taken up in BTS buildings, an annual average of 161,444 sq m (1.74 million sq ft);
- a total of 373,685 sq m (4.02 million sq ft) was taken up in speculative buildings, an annual average of 74,737 sq m (804,500 sq ft).

Figure 5: New logistics take-up in the Midlands split between build to suit and speculative units



Source: JLL. New units of 9,290 sq m (100,000 sq ft) and over

31 Table 5 highlights the 10 largest units taken up in the Midland regions over the past five years to show the range of occupiers taking very large buildings. As nationally, all of these involved BTS developments of the sort that the Proposed Development would provide.

Table 5: The 10 largest logistics units taken up in the Midlands since 2013

Location	Size (sq m)	Occupier	Building type	Year
Damson Parkway Solihull	91,797	Jaguar Land Rover	BTS	2018
Logistics Park East Midlands Gateway, Castle Donnington	59,177	XPO for Nestle	BTS	2018
Midlands Logistics Park, Corby	78,408	Eddie Stobart	BTS	2018
Warth Park Raunds	55,868	Howdens	BTS	2017
Mountpark Bardon	92,900	Amazon	BTS	2016
Warth Park Raunds	60,850	Howdens	BTS	2015
Birch Coppice, Tamworth	72,276	Euro Car Parts	BTS	2014
Central A14 Islip Northampton	98,474	Primark	BTS	2014
Derby Commercial Park, Derby	58,739	Kuehne & Nagel	BTS	2013
DIRFT Daventry	92,900	Sainsbury's	BTS	2013

Source: JLL

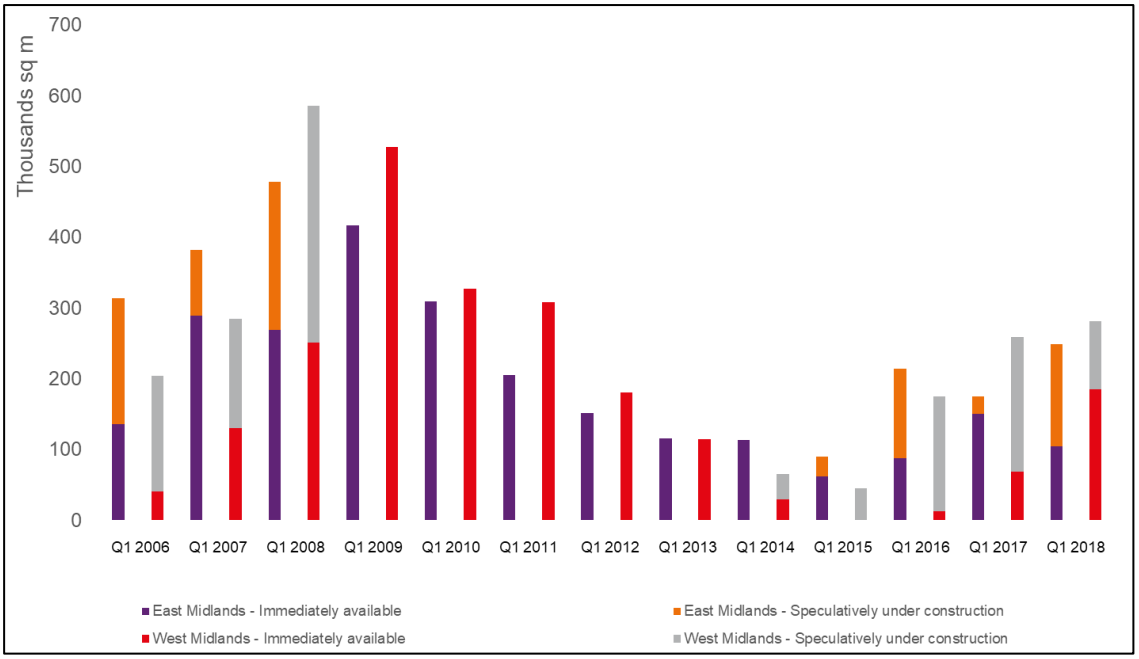
Available supply

32 At the end of March 2018 there was approximately 530,374 sq m (5.7 million sq ft) of new logistics floorspace involving units of 9,290 sq m (100,000 sq ft) and over available in the East and West Midlands, combined which accounted for 49% of total new supply in GB.

33 Around 249,032 sq m (2.68 million sq ft) of this floorspace was available in the East Midlands (47%) with the remaining 281,341 sq m (3.03 million sq ft) available in the West Midlands (53%).

34 Figure 6 shows the trend in new available supply in the East and West Midlands as at the end March each year with March 2018 being JLL's latest available data. New supply in the East and West Midlands has followed the same trend as GB highlighted earlier.

Figure 6: New available supply in the East and West Midlands in units of 9,290 sq m and over



Source: JLL. New units of 9,290 sq m (100,000 sq ft) and over

35 Post the recession the first new speculative development in the East and West Midlands started in 2013 and was delivered in 2014. Table 6 below shows the levels of new speculative development in the East and West Midlands since 2006 involving units of 9,290 sq m (100,000 sq ft) and over.

Table 6: New speculative development completions in the East and West Midlands in units of 9,290 sq m and over

	East Midlands (sq m)	West Midlands (sq m)	Total East & West Midlands (sq m)
2006	222,019	168,060	390,079
2007	106,463	139,317	245,780
2008	180,532	324,449	504,981
2009	-	-	-
2010	-	-	-
2011	-	-	-
2012	-	-	-
2013	-	-	-
2014	10,451	36,756	47,207
2015	97,388	47,852	145,240
2016	244,965	171,419	416,384
2017	25,238	152,766	178,004

Source: JLL. New units of 9,290 sq m (100,000 sq ft) and over

36 The level of available new space across the Midlands (East and West combined) at March 2018 (530,374 sq m/5.71 million sq ft) represented less than one year of supply compared with the annual average level of take-up of all new space recorded over the past five years (556,823 million sq m/5.99 million sq ft).

37 The level of available new space across the **East Midlands only** at the of March 2018 (249,032 sq m/2.68 million sq ft) represented less than one year of supply compared with the annual average level of take-up of all new space recorded over the past five years (320,641 sq m/3.45 million sq ft).

38 The level of available new space across the **West Midlands only** at the of March 2018 (281,341 sq m/3.03 million sq ft) represented just over one year of supply compared with the annual average level of take-up of all new space recorded over the past five years (236,181 sq m/2.54 million sq ft).

Occupier demand for logistics properties on SRFIs

39 JLL identifies eight SRFI sites across GB with four of these being in the two Midlands regions. Two of these four are in the East Midlands, i.e. DIRFT and East Midlands Gateway and two are in the West Midlands. Table 7 which is taken from Table 6 above shows total new space taken up on these four SRFIs. According to our data, some 1,453,719 sq m (15.65 million sq ft) of floorspace has been developed on these four SRFI sites all of which is occupied.

40 In the East Midlands, around 812,407 sq m (8.74 million sq ft) of space has been developed at DIRFT and East Midlands Gateway. In the West Midlands, around 641,512 sq m (6.91 million sq ft) has been developed.

Table 7: The take-up of new space on SRFIs

	Total developed floorspace, sq m	Total occupied, sq m	Total available, sq m
DIRFT	650,828	650,8289	0
East Midlands Gateway	161,579	161,579	0
Birch Coppice	350,974	350,974	0
Hams Hall	290,538	290,538	0
Total	1,453,919	1,443,919	0

Source: JLL. Based on logistics units of 9,290 sq m and above. Smaller units excluded, as is the BMW Engine Plant at Hams Hall. As at June 2018.

41 These statistics suggest strong demand from companies to locate on SRFI sites.

Conclusions

42 The Midlands is the largest logistics property market in GB based on JLL's take-up data. Over the past 20 years, the East Midlands has attracted the largest regional share of take-up of any GB region.

43 The evidence based on demand at existing SRFI sites suggest very strong demand for logistics properties on rail served sites. According to our data, some 1,453,719 sq m (15.65 million sq ft) of floorspace has been developed on the four existing SRFI sites in the Midlands all of which is occupied. In the East Midlands, around 812,407 sq m (8.74 million sq ft) of space has been developed at DIRFT and East Midlands Gateway. In the West Midlands, around 641,512 sq m (6.91 million sq ft) has been developed.

44 The total level of available new space across the Midlands (East and West combined) at the end of March 2018 represented less than one year of supply compared with the annual average level of take-up of all new space recorded over the past five years.

45 The level of available new space across the **East Midlands only** at the of March 2018 represented less than one year of supply compared with the annual average level of take-up of all new space recorded over the past five years.

46 The level of available new space across the **West Midlands only** at the of March 2018 represented just over one year of supply compared with the annual average level of take-up of all new space recorded over the past five years.

Appendix 2: Available Sites in the 'Golden Triangle' Market Assessment Area

Scheme/Site	Location	Developer	Estimated hectares available	Estimated future floorspace potential
Rail connected sites with planning permission				
DIRFT Phase III	Daventry	Prologis	163 ha (402 acres)	Approximately 622,430 sq m of further rail served logistic floorspace.
East Midlands Gateway	Castle Donington	SEGRO/Roxhill	228 ha (564 acres)	Approximately 300,000 sq m of further development potential at the site.
Prologis Hams Hall	Coleshill	Prologis	17 ha (44 acres)	Up to 82,400 sq m of logistics floorspace.
EMDC	Castle Donington	Clowes	30 ha (74 acres)	Three plots remain with potential for c 128,477 sq m. Rail served but not a SRFI.
Rail connected sites without planning permission				
Rail Central	Northampton	Ashfield Land/Gazeley		The Proposed Development. DCO application for a SRFI with up to 702,097 sq m (Gross External Area) of rail connected and rail served warehousing and ancillary service buildings
Northampton Gateway	Northampton	Roxhill	101 ha (250 acres)	Roxhill has submitted a DCO application for a SRFI development offering up to 468,000 sq m of rail served logistics floorspace.
Hinckley National Freight Interchange (HNRFI)	Hinckley	Db symmetry		Potential SRFI. Up to 850,000 sq m of logistics space.
Other sites with planning permission				
Mustang Park	Daventry	Canmoor	6 ha (15 acres)	Up to 26,000 sq m of logistics floorspace.
Magna Park Lutterworth (1500919/FUL)	Lutterworth	Gazeley	55.4 ha (137 acres)	Site is directly next to Magna Park Lutterworth and Gazeley has secured planning permission for 100,844 sq m of logistics development. Conditions and detailed design approvals currently being progressed.
Symmetry Park Lutterworth (15/00865/OUT)	Lutterworth	DB Symmetry	88.67ha (219 acres)	Site is south of Magna Park Lutterworth. Planning permission approved for 278,709 sq m of logistics floorspace.

Midas 22	Nailstone	Curtis Hall	c. 20 ha (50 acres)	Up to 93,000 sq m (1 million sq ft) of logistics floorspace.
Mountpark Bardon Phase II	Bardon	Mountpark	29 ha (72.5 acres)	Up to 120,000 sq m (1.3 million sq ft) of logistics floorspace.
Core 42	Tamworth	Hodgetts Estates		Two units available on a BTS basis: 14,880 sq m + 32,089 sq m.
Tamworth Logistics Park	Tamworth	St Modwen	13 ha (32 acres)	Potential for approximately 65,000 sq m of logistics floorspace.
Other sites without planning permission				
Junction 16, M1	Northampton	First Panattoni	12 ha (31 acres)	Site owned by First Panattoni which can deliver three units of 28,799 sq m, 20,623 sq m and 8,639 sq m.
Site in Towcester off the M1	Towcester	IM Properties	27 ha (68 acres)	Up to 83,610 sq m of logistics floorspace.
Crick Northampton	Crick	Stoford	28 ha (70 acres)	Site next to Junction 18 of the M1 motorway split in two across the motorway.
Magna Park Lutterworth (15/01531/OUT)	Lutterworth	Gazeley	237.38 ha (586 acres)	Site is directly next to Magna Park Lutterworth and Gazeley is seeking planning permission for 419,800 sq m of logistics development (100,844 sq m approved under application reference 15/00919/FUL).
Symmetry Park Rugby	Rugby	DB Symmetry	44 ha (109 acres)	DB Symmetry is currently seeking outline planning permission for 181,000 sq m of large-scale logistics floorspace. Planning application was submitted at the end of 2017.

Enderby	Leicester	Privately owned	c. 20 ha (50 acres)	Up to 125,000 sq m of logistics floorspace.
Junction 1, M69 - Hinckley	Hinckley	IM Properties	33 ha (82 acres)	Approximately 17 hectares remaining at the site for logistics development.
Junction 11, M42	Appleby Magna	IM Properties	97 ha (240 acres)	Former farmland site which was acquired by IM Properties in 2016.
Junction 9, M42 - Peddimore site	Curdworth	Birmingham City Council / IM Properties	71 ha (175 acres)	Potential to develop up to 278,700 sq m of industrial space which will be both B8 and B2 floorspace.
Bermuda Central – Phase two Junction 3, M6	Nuneaton		26 ha (65 acres)	Up to 92,900 sq m of logistics floorspace.

Source: JLL. Information collected at June 2018.

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 8 - Rail Central Rail Operations Report

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange and Highway Order 201[x]

Rail Operations Report

PINS Reference Number:
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The Rail Central Rail Freight Interchange and Highway Order 201[x]

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Prepared by/Author	Intermodality

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1 Introduction

1.1 Scope

1.1.1 This report has been prepared by Intermodality on behalf of Ashfield Land Management Limited and Gazeley GLP Northampton s.à.r.l., regarding the Development Consent Order (DCO) application for a Strategic Rail Freight Interchange (SRFI) known as Rail Central.

1.1.2 This report focuses on the rail-related aspects of the proposed development. The purpose of the report is to describe the following aspects:

- The role of Rail Freight Interchanges (RFI) and the particular role played by SRFI:
- Main line railway access from the site;
- Proposed on-site railway infrastructure and associated interchange facilities;
- Method of working for trains to, from and on site;
- The capability of site to handle rail freight services of varying configurations as required.

1.1.3 As part of this introduction, it is important to note the key stakeholders likely to be involved in the development of rail infrastructure and operations at Rail Central:

- Gazeley GLP Northampton s.à.r.l. would develop the rail freight interchange facilities on site;
- The rail freight interchange would be operated by an independent service provider (a logistics company or specialist rail freight terminal operator) on a fully open-access basis to all users and train operators;
- The rail services would be provided by a number of licensed rail freight operating companies (FOCs);
- The users of the rail services would be occupiers and other businesses (and/or their own end customers);
- The timing and routing of the rail services on the main line would be determined by Network Rail and the FOCs.

1.1.4 In order to provide an indication of the potential scale and diversity of rail freight activities on site, reference is made in this report to the experience of existing operational SRFI and other SRFI proposals.

1.1.5 The development of the Rail Central proposals has been undertaken in close co-operation with Network Rail (NR), following initial dialogue starting in 2012. The development of the on-site track layout and main line connections has reflected the guidance of the Freight and National Passenger Operators Route (FNPO) team, with the technical scope of the GRIP2 workstreams directed by the London North Western Route (LNW) team. The proposals have been subject to a pre-screening due diligence process by the NR Route Strategy Planning Group (RSPG) and Route Investment Panels (RIP). The Route Directors of the LNW and the FNPO have been engaged throughout this process, along with a NR-appointed Commercial Scheme Sponsor and Project Manager.

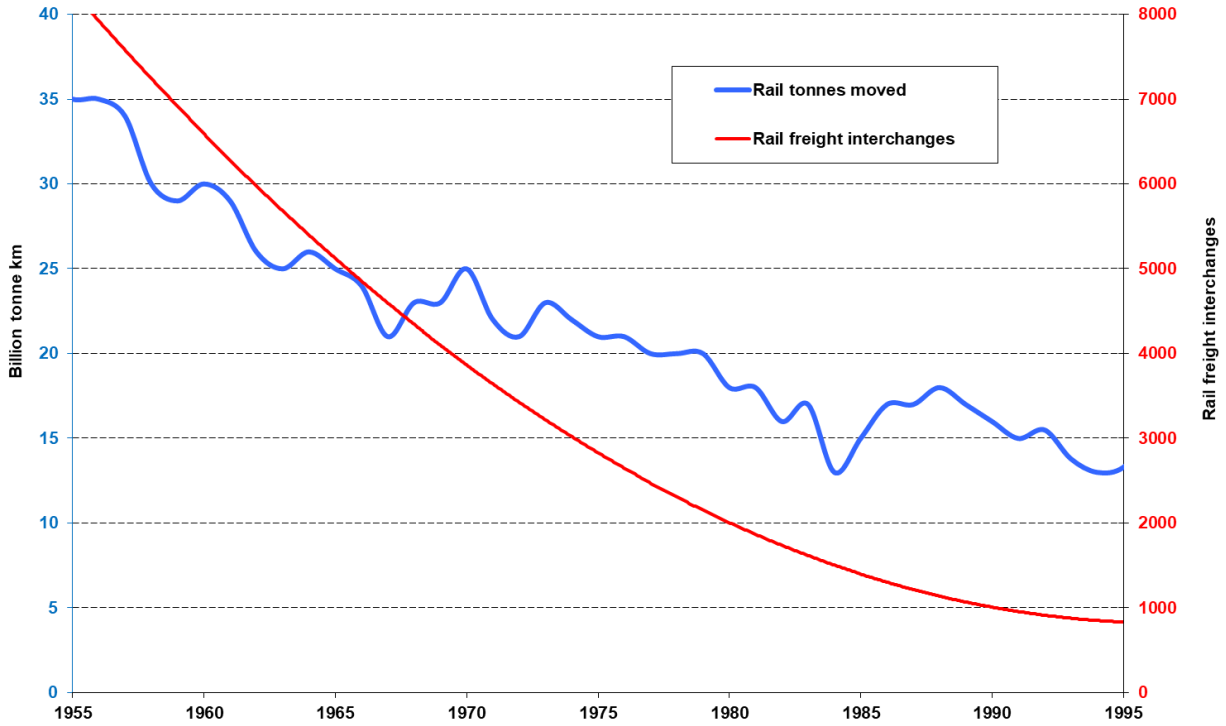
2 Rail freight interchanges

2.1 Overview

2.1.1 RFI typically provide facilities for the storage and/or handling of goods between trains and other modes of transport, principally road and sea. Given that the vast majority of movements of goods by rail will involve road haulage at one of both ends of the rail transit, RFI are therefore integral to achieving mode shift of goods to rail for part of the journey, by providing the necessary interfaces with road haulage. RFI provide a straight transfer of goods between rail and road (eg lifting of containers between trains and trucks), and/or enable goods to be moved by rail to an adjacent warehouse, from where the goods will then be held prior to onward sortation and delivery.

2.1.2 Between the 1950's and 1990's, the number of RFI declined dramatically (Figure 1), reflecting the downward trend in traffic volumes and the changing pattern of rail-based logistics. Where previously a multitude of RFI of various sizes existed to serve industry and wider general merchandise traffic, with most passenger stations having some form of goods facilities, the move away from unprofitable wagon-load business towards block trains meant the end for most RFI. Most of the remaining facilities were retained for bulk commodities such as aggregates than for general merchandise and logistics traffic. Other sites were gradually sold off for alternative uses, or became increasingly surrounded by other development which then constrained the scale, nature and working hours of such sites.

Figure 1 Post-war decline of rail freight traffic and interchanges (source DfT / British Rail)



2.1.3 In recent years, the unprecedented growth in intermodal traffic moved by rail has been facilitated by expansion of interchange facilities. Around the coast, the major ports of Felixstowe, Southampton and London Gateway have invested in new quayside RFI facilities. In 2017, Felixstowe moved a record-breaking 1 million TEU[11] by rail, and is now working with Network Rail to expand rail traffic throughput further, from 33 trains per day at present to 47 trains per day in and out of the port. The port noted:

> This new milestone for the port reflects the dedication of our workforce and the excellent relationships we have developed with all the rail freight operators at the port. Rail is an increasingly important differentiator for shipping lines as well as importers and exporters and we are able to offer them a greater number of rail services to more destinations, more often, than any other port. Rail is also a key factor in reducing the environmental impact of transport and helps reduce road congestion.
>
> We are continuing to invest heavily in rail infrastructure at Felixstowe and are currently working with Network Rail on capacity enhancements to the Felixstowe Branch Line. This scheme complements the investment we have made in rail capacity at the port and will allow us to offer an even greater range of sustainable distribution option to our customers. Over 100 million HGV miles per year [160 million km] are already saved by using rail freight from Felixstowe and we look forward to that figure increasing significantly in future.[12,13]

2.1.4 In parallel, investment has also been made in a network of existing inland RFI (mainly BR-era inner-city rail terminals), as well as a small number of new, larger facilities (Strategic RFI or SRFI). In order to maintain growth in rail freight traffic, further inland interchange capacity will be required.

2.2 The development of Strategic Rail Freight Interchanges

2.2.1 A Strategic Rail Freight Interchange (SRFI) as defined by section 26 of the Planning Act 2008 has the following characteristics:

- The land on which the rail freight interchange is situated must be in England, be part of the railway network in England and be at least 60 hectares in area;
- The rail freight interchange must be capable of handling consignments of goods from more than one consignor and to more than one consignee, and at least 4 goods trains per day;
- The rail freight interchange must include warehouses to which goods can be delivered from the railway network in England either directly or by means of another form of transport.

2.2.2 The SRFI concept therefore combines interchange and warehousing activities on the same site.

2.2.3 The development of SRFI-type facilities on the continent started almost 50 years ago. In Italy the public sector led the development of a network of "*interporti*", large regional distribution parks providing access to the main road and rail networks, along with interchange and warehousing facilities. These public/private sector schemes reflected a desire to make use of all available modes of transport for goods traffic, contrasting with post-war Britain which moved away from rail transport towards road haulage on an expanding road network. This was evident in the development of distribution parks such as Magna Park in Leicestershire, situated on the trunk road network with no prospect of rail access.[15]

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[11] Twenty-Foot Equivalent Unit, a measure of container traffic throughput
[12] https://www.portoffelixstowe.co.uk/press/news-archive/port-of-felixstowe-handles-1-million-teu-by-rail/
[13] https://www.portoffelixstowe.co.uk/press/news-archive/port-of-felixstowe-rail-improvements-receive-go-ahead/
[15] A survey of HGVs through the intermodal terminal at DIRFT I noted that some 16% were destined for Magna Park, highlighting the role of SRFI in providing rail access to distribution users in the surrounding area

2.2.4 During the 1990's, the prospect of the Channel Tunnel fixed rail link, combined with renewed interest in rail through the break-up of the former British Rail freight business, saw the emergence of a new generation of interchanges, along the lines of the *interporti*. Sites such as DIRFT (Rugby) and Hams Hall (Coleshill) in the Midlands spearheaded a small number of private-sector and public/private developments (5 in England and 1 in Scotland), primarily intended to create better access to and from mainland Europe via the Channel Tunnel.

2.2.5 Whilst the evolution of rail freight traffic through these sites has tended more towards deepsea and domestic intermodal traffic (notably, over much shorter distances than Channel Tunnel services), the success in securing occupiers, employment and rail freight traffic led Government to enhance planning policy in subsequent years to encourage expansion of the network, culminating in the Planning Act 2008 and the National Policy Statement on National Networks 2014.

2.2.6 The evolution of policy has provided a useful summary of the role of SRFI, particularly in helping promote modal shift of freight by attracting non-rail users to locate on site, from which to then take advantage of the opportunities to use the on-site rail interchange facilities and services. The Government considered that SRFI which only attracted existing rail users would have failed in this objective. Policy has also acknowledged the objective for SRFI to be inter-connected with the wider transport network (eg ports, RFI and other SRFI):

> Strategic RFI represent the potential for businesses to use rail freight now or in the future and are key features in encouraging a gradual conversion from road to rail. They should be seen not simply as locations for freight to access the railway but also sites for the accommodation of businesses capable now or in the future of supporting their commercial activities by rail. To this end, Strategic RFI will normally accommodate both rail and non-rail served businesses at the outset, with an expectation of increasing the proportion of rail servicing over time.
>
> The mixed nature of Strategic RFI is essential for the longer term development of rail freight. Accommodation only of existing commercial rail users would fail to present the opportunity and encouragement for wider business conversion to rail. It is essential that Strategic RFI are developed in a form to accommodate both rail and non-rail served businesses, in order to promote future rail freight opportunities.
>
> This type of facility provides a focus for general freight activity, not simply rail specific. This allows industry the choice and opportunity to incorporate rail into its supply chain at a time and scale to match the evolution of its operations. A Strategic RFI should be a focus of intermodal handling activity, serving both companies located on the interchange itself and in the wider region. Occupiers are likely to be major logistics service companies and national and multi-national manufacturers or retailers.
>
> SRFIs operate to serve regional and cross regional catchment areas but are also key components in national and international networks. A SRFI is a large multi-purpose rail freight interchange and distribution centre linked into both the rail and trunk road system. It has rail-served warehousing and container handling facilities and may also include manufacturing and processing activities.[16]

[16] SRFI Policy Guidance, Department for Transport, November 2011, para 4.5, 4.8 and 4.9, sections 2.1 and 2.2

2.2.7 Some of the key features of SRFI are common to road-served distribution parks of a similar scale, which also co-exist in clusters or standalone developments around strategic road interchanges and urban centres to serve national / regional catchments. The key distinguishing feature of SRFI is the integration of additional connectivity into the rail network, along with the provision of rail freight interchange facilities. Figures 2 and 3 below show the SRFI at DIRFT and iPort Doncaster, demonstrating the scale of the development phases and associated buildings, along with road and rail access and interchange facilities.

2.2.8 Modern distribution services operate across "hub and spoke" networks, where freight collected by local "trips" from a range of smaller, dispersed sites is consolidated at National or Regional Distribution Centres (NDC or RDC), which are then linked by long-distance "trunk" hauls, with the process reversed at the other end. Yet most logistics operators or users do not yet have distribution facilities adjacent to SRFI, or do not generate sufficient volumes of freight per day or week to warrant their own dedicated rail freight services. This creates two major challenges for the viability of using rail for freight movement:

- Firstly, road haulage is often still needed to make trips between the rail freight interchange and the origin or destination of the traffic. These extra road trips add cost and time to the shipment, and may serve to constrain the size of the freight market for which rail can provide a competitive alternative to "door-to-door" road haulage;[17]
- Secondly, a critical mass of freight volume is needed to make rail freight services competitive, typically more than 30 articulated lorry loads per train. Without this level of regular business, trains then either cannot be operated commercially, or have to run less frequently (ie weekly rather than daily, to allow volumes to build up to trainload quantities). A less frequent service may then be less desirable to an end user, particularly one relying on daily replenishment of production or stores.

2.2.9 For rail to maximise its competitiveness, these two challenges need to be addressed, by eliminating or minimising the time / distance of road haulage needed at one or both ends of the rail haul, and/or by maximising the volume of freight available every day for movement by rail.

2.2.10 One means of achieving this would be to extend the rail network into existing distribution parks, but the costs and lead time would make this impracticable. Constructing standalone RFI closer to the end users could provide an alternative solution, but as interchanges themselves tend to provide relatively small returns over their operating costs, the significant investment needed in new main line connections and the interchanges themselves may not be justified by the interchanges' income stream alone.

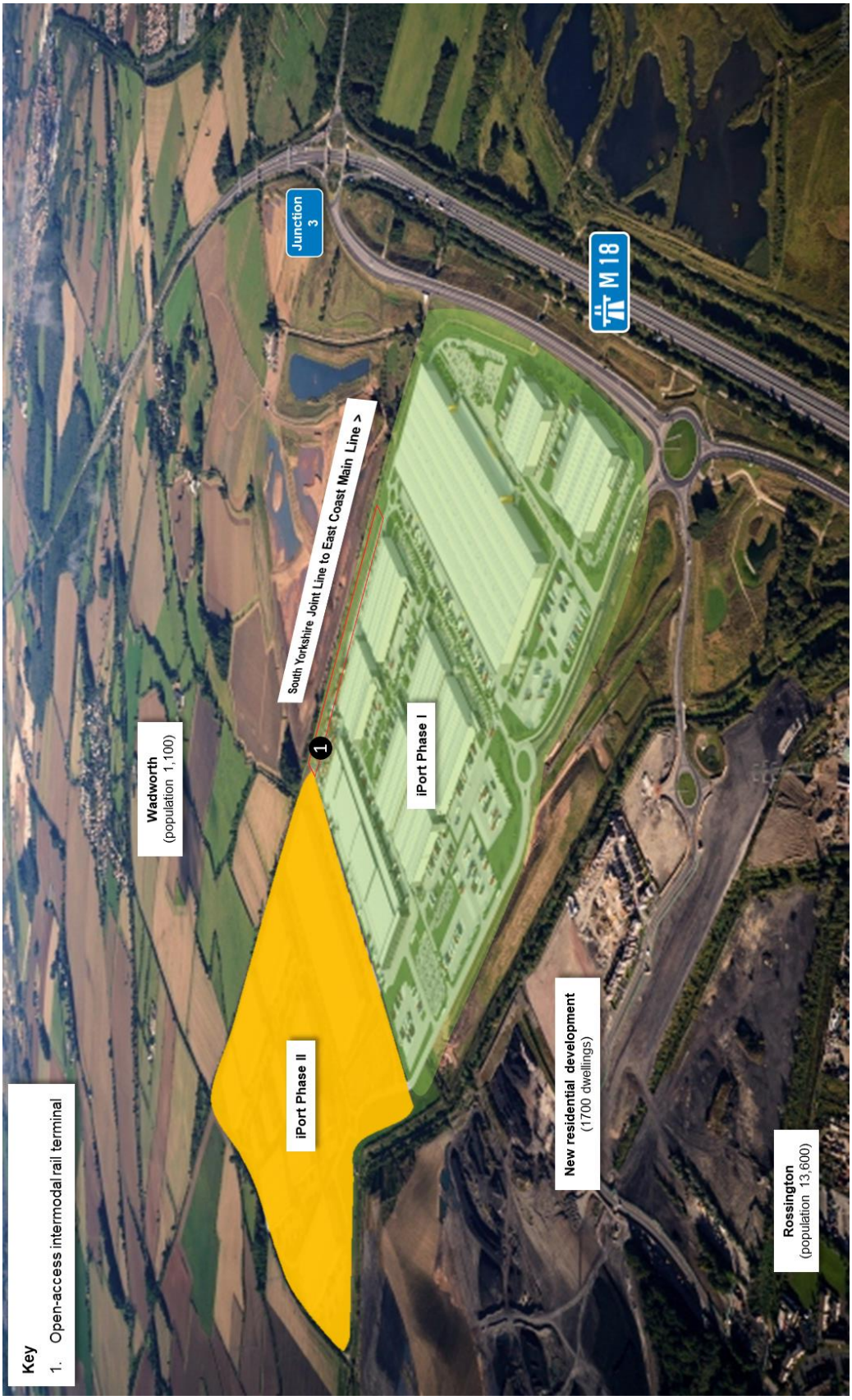
2.2.11 The alternative, as endorsed by Government policy, is to create a relatively small number (compared to road-served distribution parks) of larger SRFI, which can then provide a large amount of distribution floorspace within the same site as the rail freight interchange itself. This will firstly increase the level of rail-served floorspace available to business wishing to occupy such facilities in the area. Secondly, it will then also create multi-user rail freight interchange facilities, which can also be used by other local companies in the hinterland who may not wish to (re)locate to site but who would still wish to have access to the rail network facilitated by the development on site. Thirdly, the development of an expanded set of SRFI creates a new network of distribution facilities capable of being linked by rail.

[17] DfT road haulage statistics for 2015 show 69% of tonnage is moved less than 100 km, 26% between 100 and 300 km, and 5% more than 300 km (excludes goods moved in foreign-registered vehicles)

Figure 2 DIRFT I, II and III SRFI (1,260,000 sq metres of floorspace), source Google Earth



Figure 3 iPort Doncaster SRFI (562,000 sq metres of floorspace), source Verdion



2.2.12 Rationalisation of rail freight facilities during the last 50 years has meant that many areas either no longer have any interchange facilities, or have "legacy" sites which often suffer from poor location, accessibility, capacity or facilities. Independent research in 1999 noted (my highlighting):

> Finding sites for the larger terminals and freight villages within existing urban areas is very difficult. Where there are existing rail freight facilities, as at Willesden in north London, there is usually insufficient space, and disused facilities will probably have been sold on and developed.
>
> What is required is large sites on the edge of metropolitan areas at points where the rail network intersects with the trunk road network: these factors combine to mean that suitable sites can often only be found outside existing urban areas, and such locations may well be subject to green belt policies and/or other restrictive planning policies.
>
> **There will only be a limited number of rail accessible sites in a local authority area that have potential for rail freight**. The priority for such sites must be to retain/secure rail freight development on them, and this should override other demands such as the need to develop housing on brownfield sites, or to retain low grade farmland for agriculture as part of an urban containment strategy.[19]

2.2.13 Almost 20 years later, the NPSNN shares this view, stating (my highlighting):

> Given the locational requirements and the need for effective connections for both rail and road, **the number of locations suitable for SRFIs will be limited**, which will restrict the scope for developers to identify viable alternative sites.[20]

2.2.14 Over half of the SRFI developments to date have been in the Midlands, with Daventry (DIRFT), Hams Hall, BIFT and East Midlands Gateway located in and around the "Golden Triangle"[21] concentration of national distribution activity. The success of these developments reflects:

- The existing concentration of national distribution activity (ie longer-distance and/or higher-volume traffic where rail is most competitive) in the Midlands;
- Locations on road and rail networks, in proximity to major sources of employees;
- The ability to create large-scale development on site, as much in the overall quantum of floorspace as in the size of individual buildings (delivering a significant volume of potential rail traffic alongside the rail network).

2.2.15 Other SRFI and RFI have also developed along the M1 and M6 corridors, the North West, Yorkshire and the Scottish Central Belt, again reflecting other regional clusters of distribution activity.

2.2.16 The profile of traffic between each SRFI also varies, in terms of maritime intermodal, domestic and European intermodal, conventional and other traffic. SRFIs handle a mixture of intermodal and conventional wagon services, with intermodal accounting for around 95% of traffic[22], in part due to the more specialist nature of conventional wagon operations.

[19] Rail Freight Growth and the Land Use Planning System, Sheffield Hallam University 1999, pages 19,55,56
[20] Para 2.56
[21] The area around the M42, M1 and M6 motorways, from where over 98% of the UK population is accessible within 4 hours drive by lorry
[22] The 6 operational SRFI handle around 28 trains per day, of which 2 are conventional wagon

2.2.17 Notably, a daily service now also operates between the SRFI at DIRFT and Hams Hall, highlighting the ability for otherwise competing SRFI to connect their services and traffic together, as opposed to a series of standalone SRFI connected only to ports and other inland RFI. The NPSNN reiterates the compelling need to see an expanded network of SRFI, as part of the wider transport network.[23]

2.2.18 Whilst most of the SRFI developed in the 1990's were originally created primarily for European intermodal and conventional services, more than 20 years on the pattern of services has evolved in a different way than originally anticipated. Table 1 below shows the relative positions at the operational SRFI for a typical weekday (base data sourced from Network Rail):

Table 1 Trains per day each way through SRFI, 2018

	DIRFT	Hams Hall	BIFT	3MG	Wakefield	Mossend
Maritime intermodal	1.0	7.0	3.0	6.0	3.0	2.0
Domestic intermodal	8.0	1.0				3.0
European intermodal	0.5			0.5		
Sub total	**9.5**	**8.0**	**3.0**	**6.5**	**3.0**	**5.0**
European conventional	1.0			1.0		
Total	**10.5**	**8.0**	**3.0**	**7.5**	**3.0**	**5.0**

2.2.19 As the Table above shows, there are considerable differences between SRFI, even for those within the same region. DIRFT's primary traffic is domestic intermodal (76% of daily trains), with other intermodal services accounting for 16% and the balance in conventional wagon services. With the exception of Mossend, the other SRFI primarily or exclusively focus on maritime intermodal traffic.

2.2.20 The experience of the existing small number of SRFI reflects the original expectation of Government policy guidance, in terms of attracting non-rail users to locate on site, to then over time become more familiar with using the rail freight facilities and services. Early adoption of rail by a small number of end users gradually raises awareness to other end users on site and in the hinterland, securing an initial baseload volume for pilot rail services to other locations (eg ports and other interchanges). Tesco and Eddie Stobart were amongst the first to occupy buildings on DIRFT I following opening in 1994, but did not commence dedicated rail services until 2006.

2.2.21 The rate of growth in traffic then begins to increase markedly, as a critical mass of end users and traffic volume is secured to enable faster expansion of the service frequency and network coverage, which in turn then attracts more end users and traffic volume. At maturity, traffic reaches an upper threshold beyond which the capacity of the interchange facility and/or the traffic yield from the end users is reached, the service frequency and network coverage then achieving a steady state thereafter (subject to any subsequent enhancement of interchange capacity).

2.2.22 Figure 4 shows collated traffic statistics for all of the first generation of SRFIs in England at DIRFT, Hams Hall, BIFT (Tamworth), Mersey Multimodal Gateway (3MG) and Wakefield. Figure 4 shows the effect of a significant increase in train capacity in recent years, which has resulted in fewer trains being needed to move the same volume of traffic.[24] Therefore, whilst levels of rail traffic have tended to stabilise, the volume of containers handled have increased, as shown in in Figure 5 for DIRFT I.

[23] NPSNN para 2.47, 2.50, 2,54, 2.56
[24] ORR statistics indicate that between 2003-4 and 2016-7, average freight lifted (payload tonnes) per train has increased by 70% and average freight moved per train (tonne km) has increased by 66%

Figure 4 Rail freight traffic evolution through existing SRFI in England

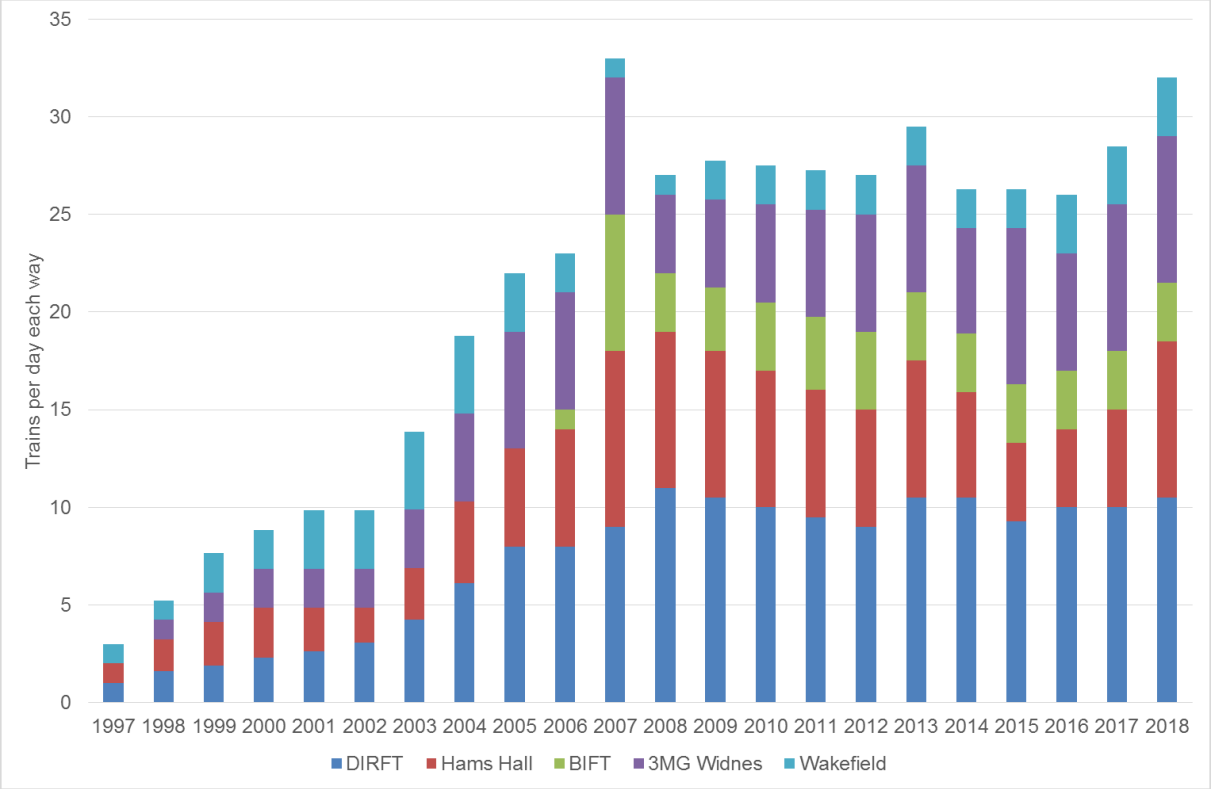
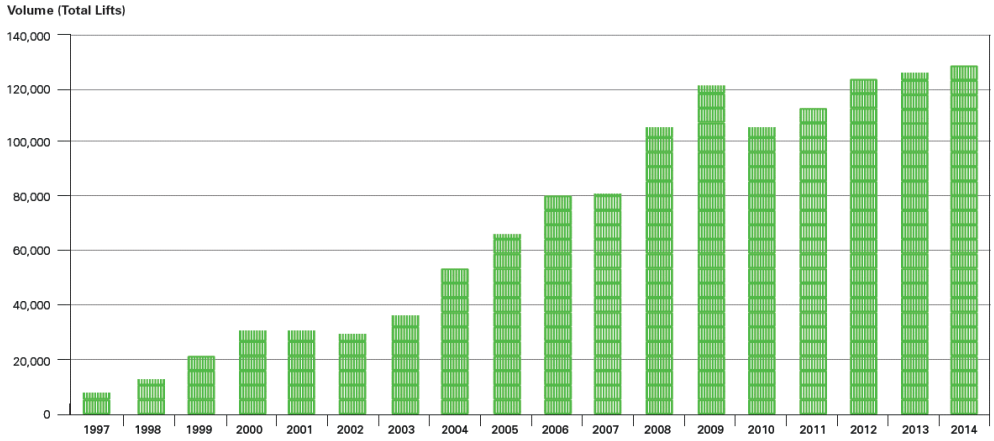


Figure 5 Container handling activity at DIRFT I intermodal terminal (source ProLogis)



2.3 Occupiers at SRFI

2.3.1 Examples of companies making use of SRFI facilities include:

- Tesco / Stobart: the two companies account for a significant proportion of the distribution floorspace at DIRFT I and II, operating up to 7 trains per day between DIRFT and a network of SRFI/RFI in Scotland, South Wales and London. The trains each move up to 38 containers (each the length of an articulated lorry trailer) in each direction, typically moving goods out from NDC at DIRFT to other regional RDC and stores, returning with backloads of products from suppliers to replenish the NDC. Trains mainly operate from Tesco's dedicated rail-served NDC with its own rail freight interchange and, as required, from the multi-user interchange at DIRFT I operated by Malcolm Group. Containers are moved to and from the interchange to other NDC buildings at DIRFT using tugmasters (Figure 11). Stobart now has an additional rail-served warehouse at DIRFT II handling bottled water sent from Danone in France in conventional wagons;
- At DIRFT II, Sainsbury's has now followed Tesco in taking an adjacent plot for a NDC and integrated rail freight interchange, with daily multi-user services operating to and from Scotland;
- Stobart also operates the Mersey MultiModal Gateway (3MG) site, which is equipped with 4 overhead gantry cranes and handles trains of maritime containers from the major ports, as well as regular weekly flows of aluminium products for Novelis to and from mainland Europe, moved in conventional and intermodal wagons (some of which is dropped and collected from DIRFT en route to/from the Channel Tunnel). Tesco has also constructed a RDC within the site;
- WH Malcolm: as noted above, the company has handled intermodal traffic through the DIRFT I interchange, as well as conventional wagon traffic into its rail-served warehousing at DIRFT I. The company now handles a range of commodities for customers including Argos, Asda and the Co-operative, providing storage and distribution services alongside the rail freight interchange. WH Malcolm also operates another interchange at Grangemouth in Scotland, linked by rail to DIRFT and the North of Scotland;
- A number of major retailers, manufacturers and logistics companies now occupy (or are taking up) space on SRFI, including Argos, Asda, BMW, Ocado, Sainsbury's, Tesco, TK Maxx, Warburtons, DHL, Kuehne & Nagel, Malcolm Group, Maritime, Royal Mail, Russell Group, Stobart Group, TNT, UPS and Wincanton.

2.3.2 The FTA has highlighted the work of retailers in achieving mode shift to rail, with the majority of this involving use of SRFI at one or both ends of the rail transits. Table 2 below summarises mode shift by retailer. Independent research indicates that use of rail via DIRFT alone has led to 64 million miles of lorry journeys removed from UK roads in the last year.[25]

[25] Campaign for Better Transport http://bettertransport.org.uk/media/22-May-2017-rail-freight-far-better-at-reducing-congestion

Table 2 Mode shift to rail by retailers (source FTA 2012)

Retailer	HGV journeys saved per year	Road miles saved	CO_2 saved	Comment
Tesco	110,000	41 million	39,000 tonnes	Rail freight is part of our ongoing commitment to be a zero carbon business by 2050. It is the most sustainable way of transporting goods across the country
Asda	10,300	5.54 million	5,300 tonnes	Any journey over 350 miles, if you have depots close to the railhead at either end, can stack up financially for rail
B&Q	10,000	3 million	4,237	So far the service levels on rail are good. We haven't been let down yet
Sainsbury's	4,200	1.6 million	1,500 tonnes	Rail clearly delivers significant environmental benefits and it has the potential to offer cost savings. We aim to exploit it as much as possible
Marks & Spencer	1,200	655,000	800 tonnes	Rail distribution saves time, costs less and, crucially, as we move towards our ambitious Plan A commitments, cuts carbon emissions from our transport operations
Morrisons	1,560	72,000	58 tonnes	Environmental benefits and cost savings go hand in hand. If we had the right opportunity, we would move more product off road and onto rail without hesitation
Co-operative	520	335,000	318 tonnes	The reliability of service has been excellent
Waitrose	260	156,000	0.15% of total transport CO_2	I can see the environmental benefits of rail and intuitively I want to do more. But what's offered by the rail freight industry needs to fit our requirements better

2.4 Operations at SRFI

2.4.1 The range of activities associated with SRFI typically include:

- Road and rail haulage services;
- Road / rail interchange facilities (transfer of traffic between modes, intermediate storage;
- Receiving of loads into warehousing;
- Breaking down large deliveries for redistribution (known as "break bulk");
- Storage of goods for later processing / distribution;
- Processing of goods (eg relabelling, repackaging, adding UK instruction manuals or plugs);
- Resorting goods into consolidated outbound deliveries;
- Despatching of loads from warehousing;
- Management and planning of distribution activities up and down the supply chain.

2.4.2 A typical weekday for an SRFI will start with the arrival and departure of the first group of freight trains and associated goods vehicle movements through the interchange facilities and distribution buildings on site. Staff for the relevant shifts will arrive either by car, public transport or shuttle buses organised by the occupiers of the distribution buildings.

2.4.3 Within the intermodal terminal area, outbound trains will be shunted between the handling sidings and reception sidings ready for departure, with inbound trains then shunted out of the reception sidings and into the handling sidings (Figure 6 below left). The first generation of SRFI have tended to operate with half-length (ie around 400m long) handling sidings, with each inbound train then split between two adjacent sidings for handling, being reformed into a single train prior to departure.

Figure 6 Shunting of intermodal train (left) and conventional wagon train (right)


UBC
UBC
UBC

Figure 7 HGV parking area ahead of intermodal terminal gatehouse (DIRFT I)



2.4.8 Once documentation has been checked and approved, HGVs pass through the security gatehouse and are directed to a designated area of the handling apron, where a mobile container handling crane (overhead gantry, Figure 8 below left, or ground-based "reachstacker", Figure 8 below right) will load or unload containers from the HGV as required, either direct to or from a train, or into a storage area.

Figure 8 Overhead gantry crane with swap body (left), reachstacker with container (right)





2.4.9 The latest developments at SRFI include relatively compact interchange facilities operating alongside the larger established facilities. The Tesco interchange at DIRFT II, operated by 2 reachstackers, has an apron some 20m wide x 270m long (Figure 9 below) with 3 x 270m handling sidings and currently handles 3 intermodal trains per day each way (arriving at 2am, 7am and 7pm), taking as little as 4 hours to unload and reload. A Tesco promotional video about the company's rail freight services states that the facility is capable of handling up to 8 trains per day.

2.4.10 The adjacent Sainsbury's interchange at DIRFT II, operated by 2 overhead gantry cranes, measures 24m wide x 480m long (Figure 10 below, to the same scale as Figure 9) with 2 handling sidings, and has recently commenced operations with domestic intermodal services to Scotland.

2.4.11 Once the transfer is complete (typically around 3 minutes per lift between HGV and train), the HGV driver will be instructed to head for the exit gate, pausing briefly to ensure the container is securely locked to the trailer, before leaving the site. Existing SRFI such as Hams Hall aim to process an HGV in 20 minutes between passing through the in-gate and departing through the out-gate.

Figure 9 Tesco intermodal terminal at DIRFT II

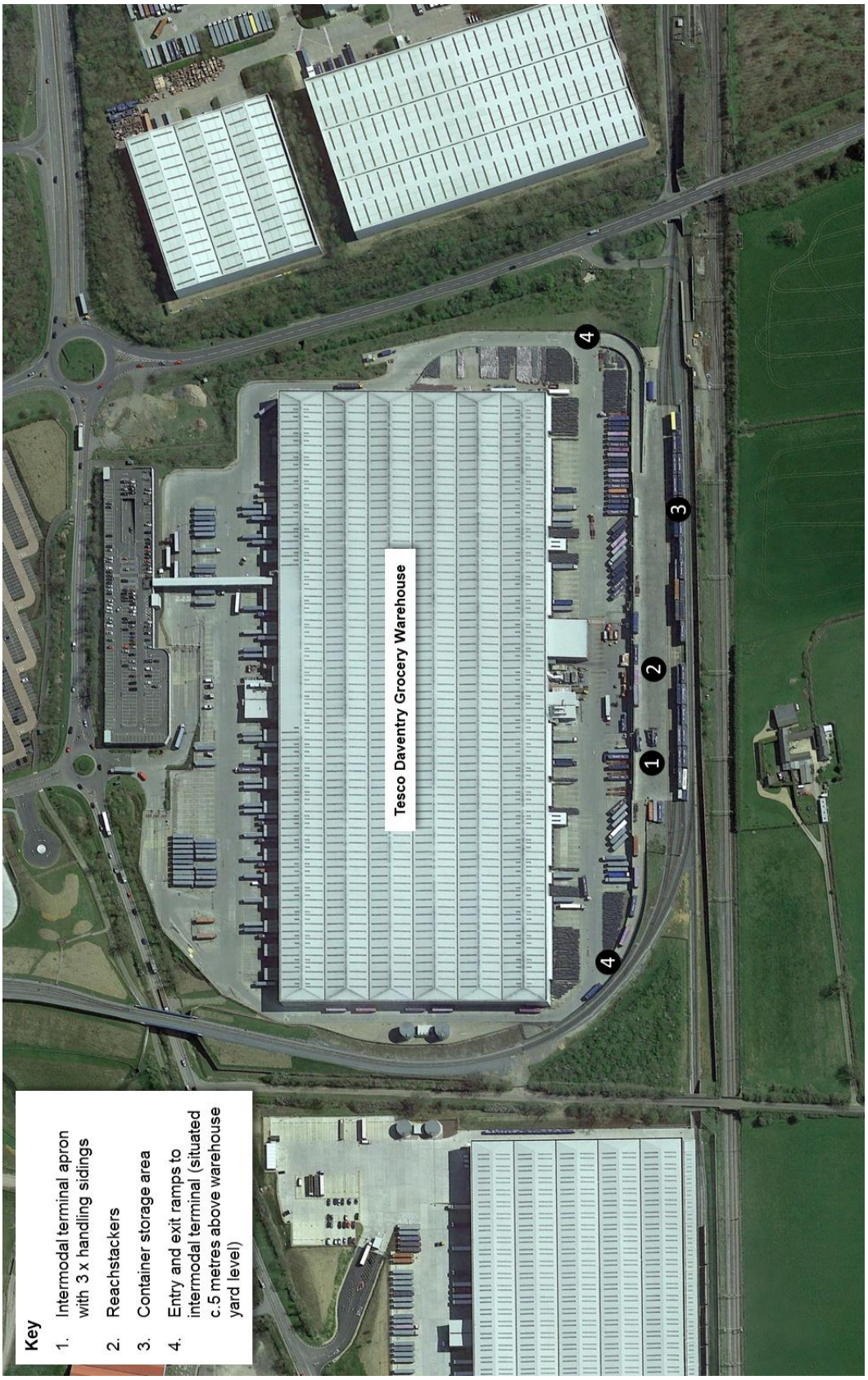
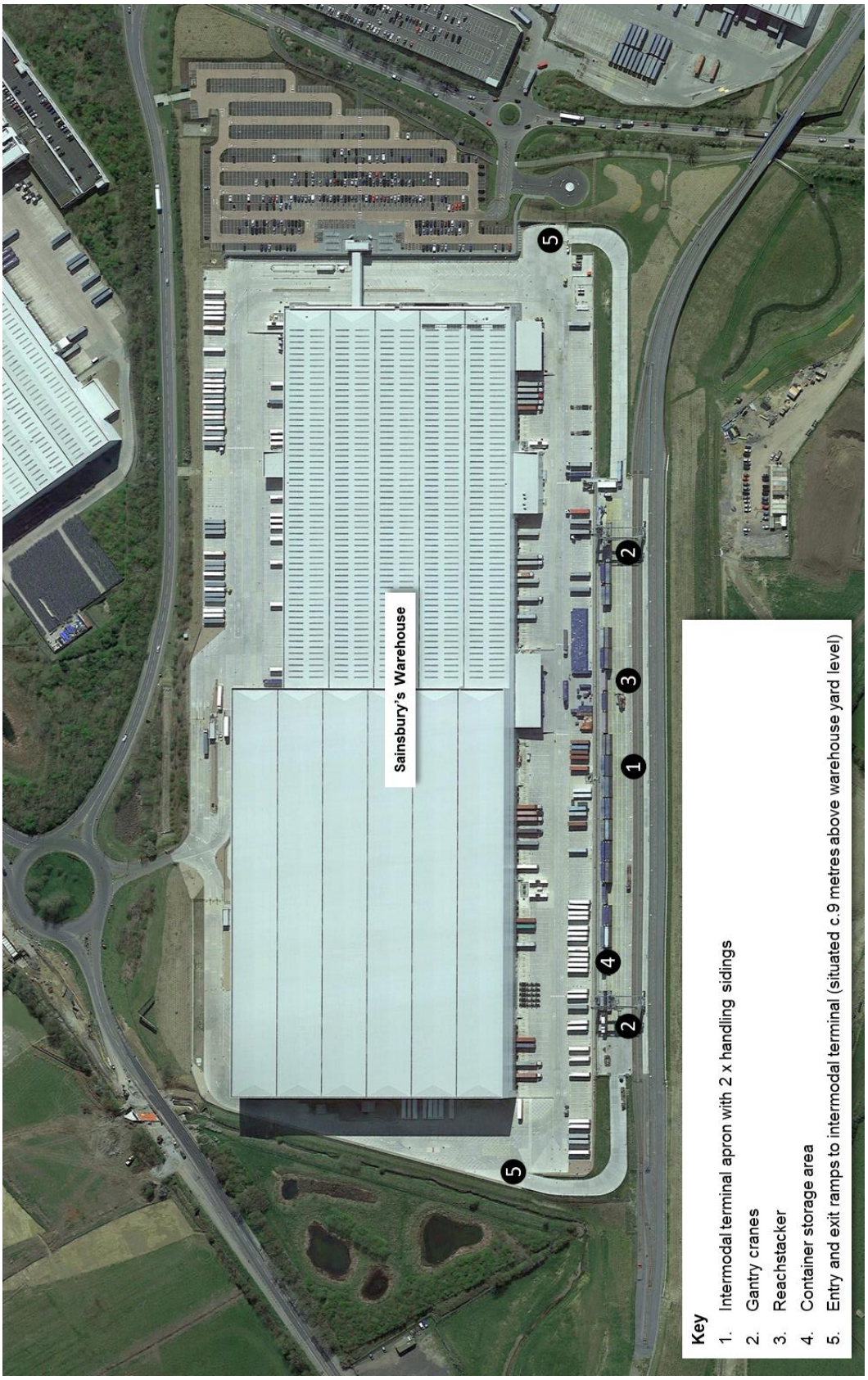


Figure 10 Sainsbury's intermodal terminal at DIRFT II



2.4.12 Containers are then moved by road either to the warehouses on site or to other off-site locations. Some of these on-site movements may be undertaken by "tugmasters" (Figure 11 below, right-hand vehicle), road tractor units purpose-built for moving containers around ports and distribution centres. These vehicles tend to be restricted to internal estate roads within the interchange, providing a more cost-effective solution than standard HGVs, further improving the attractiveness of rail freight services. Those moving containers off site will be exclusively hauled by standard road tractor units (Figure 11 below, left-hand vehicle).

2.4.13 HGVs moving to and from offsite locations will try as far as possible to be scheduled away from peak periods on the surrounding road network, as driver hours are limited by law and therefore this time needs to be spent as productively as possible, ie in transit rather than in stationary or slow-moving traffic. A sample of HGV movements through the rail freight interchange at the Hams Hall SRFI in Birmingham (see Figure 14 below) shows a noticeable drop in traffic between 0600 and 0900 and between 1600 and 1800. HGVs moving to and from the distribution buildings (Figure 12 below) will typically pre-book (or be allocated) a 15-minute arrival slot at the gatehouse.

2.4.14 Between peaks of HGV arrivals at the intermodal terminal, the crane drivers will turn their attention to the container storage area, reworking the order of containers to extract those units which will be due out of the site by road or rail, to minimise dwell times for HGVs and trains.

Figure 11 Swap bodies with road tractor unit (left) and tugmaster (right)



Figure 12 Road vehicles at warehouse docks





2.4.15 The relationship between rail and road traffic at interchanges handling intermodal services can be summarised as follows:

- Containers arrive by road and rail at the on-site interchange facilities;
- Containers are either transferred between road and rail, or held on site within the interchange;
- Containers then depart by road and rail.

2.4.16 For each container that passes through an interchange (loaded or empty), Table 3 below shows the possible combinations of HGV trip which may then result. Each HGV will arrive or depart empty, or loaded with up to 2 x 20' containers, or 1 x 30' / 40' / 45' container, in either or both directions.[26]

Table 3 HGV trip combinations at rail freight interchanges

Containers carried per HGV trip to/from terminal	20' length container	30' length container	40' length container	45' length container
Inbound trip to terminal	0 – 2	0 – 1	0 – 1	0 – 1
Outbound trip from terminal	0 – 2	0 – 1	0 – 1	0 – 1

2.4.17 The extent and ratio of on-site to off-site use of SRFI facilities will vary according to the location, range of rail services and the individual preferences of SRFI occupiers and third-party users, but as an example, ProLogis noted in the context of DIRFT I that:

> "A survey of HGVs entering and leaving the DIRFT[I] rail facility over a week in February 2010 found that 31% of vehicles were starting from or destined for other locations within the DIRFT estate… Furthermore, all of the [conventional wagon] water train movements are transferred direct to and from a facility in DIRFT, while an estimated 70% of the Tesco train's containers are to or from locations within DIRFT." [27]

2.4.18 Analysis of the ProLogis survey data indicates that a significant proportion of traffic moving by rail to and from DIRFT I has a correspondingly shorter final movement by road to and from its ultimate origin or destination. Figure 13 below shows a distribution curve based on the rail-related HGV traffic out of the DIRFT I intermodal terminal, for those trips where an end destination was identified. The DIRFT I survey data indicates that one third of all rail-related traffic stays within the site, with around two-thirds of all rail-related traffic being concentrated within 15 km of the site.

2.4.19 This suggests that, for the rail-related component of SRFI, the longer-distance nature of the rail services to and from SRFI then results in the majority of the associated HGV traffic to and from the SRFI being destined for on-site and/or regionally-based users. This aligns with the NPSNN which states that the aim of SRFI is "to optimise the use of rail in the freight journey by maximising rail trunk haul and minimising some elements of the secondary distribution leg by road".[28]

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[26] Note for completeness that, as part of the DfT trials of longer semi-trailers, one of the logistics companies (Malcolm Group) has trialled a small number of longer 50' container on its domestic intermodal services between DIRFT and Scotland
[27] DIRFT III Need Report, Nathaniel Lichfield & Partners for ProLogis, October 2012, paras 5.76 and 5.77
[28] NPS para 2.44

2.4.20 This also reflects the economics of intermodal transport which, taking account of road, rail and interchange costs, necessitates that to be viable, the rail journey should form the largest possible component of the end-to-end transit, with road haulage limited to relatively shorter distances at one or both ends of the rail haul.

2.4.21 The pattern of HGV trip arrivals will vary by time of day and week, driven mainly by train arrival and departure times, where peak levels of HGV arrivals will tend to occur. Figure 14 shows the distribution of daily HGV arrivals by hour at Hams Hall in 2010, which like most inland intermodal terminals currently operates from Monday morning through to Saturday lunchtime. It is expected that over time that intermodal terminals at SRFI will gradually extend opening hours to run on a 24/7 basis.

2.4.22 Inside the buildings, managers and supply chain planners maintain a real-time view of the operations to, from and within the site, continually adjusting the pattern of activities to make best use of resources and plan around any disruption, for example any congestion or incidents elsewhere across the road and rail networks, at ports of the Channel Tunnel. As sales information flows in from customers and stores, planners will use complex IT systems to predict when and how much stock will be needed to be despatched across the rest of the day. They will also look to the weeks and months ahead, taking account of factors such as supplier stocks, sales promotions, major events, global trade, weather forecasts, seasonal variations and historic data, to determine the optimum level of stock needed at the distribution centres and stores as far as possible.

2.4.23 This information is then passed to operations staff, involved in the continuous receipt, storage, picking and despatch of goods throughout the day and night. Considerable skill is required to ensure a safe and accurate operating environment within these fast-moving activities, to minimise errors, damage and accidents.

Figure 13 Distribution of rail-related HGV trips from DIRFT I with known destination

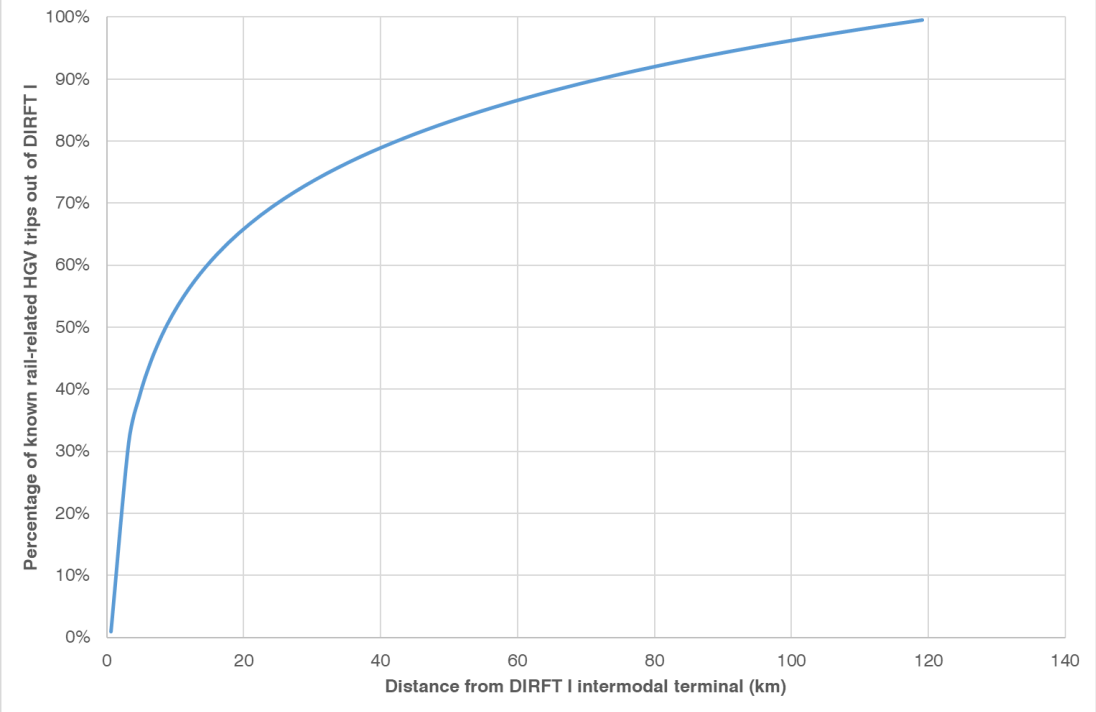
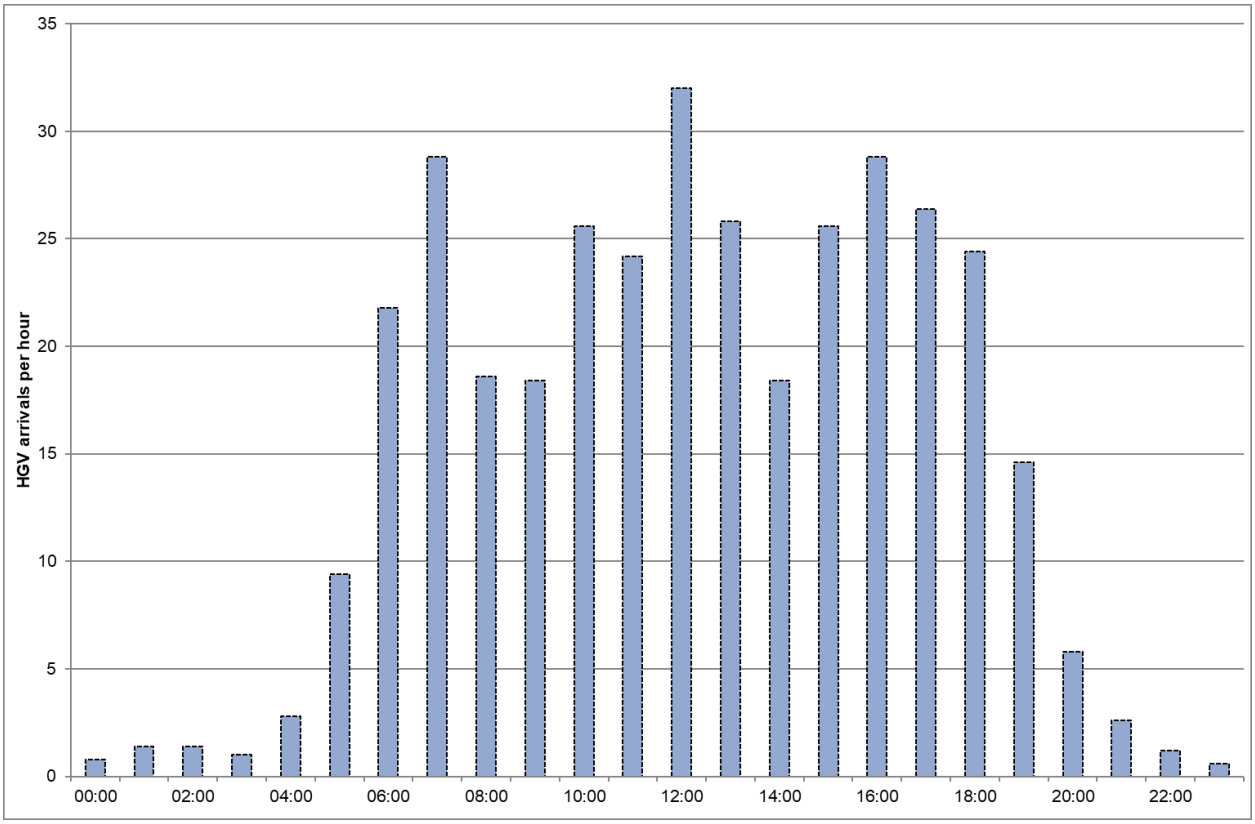


Figure 14 Hams Hall average weekday inbound HGV trip distribution[29]



2.4.24 In the example shown in Figure 15 below, the operation involved palletised boxes of wine delivered to a rail-linked warehouse on the SRFI from mainland Europe in conventional rail wagons, broken down and repackaged inside the warehouse into outbound store deliveries, the entire process overseen by a planner based in the offices within the same building.

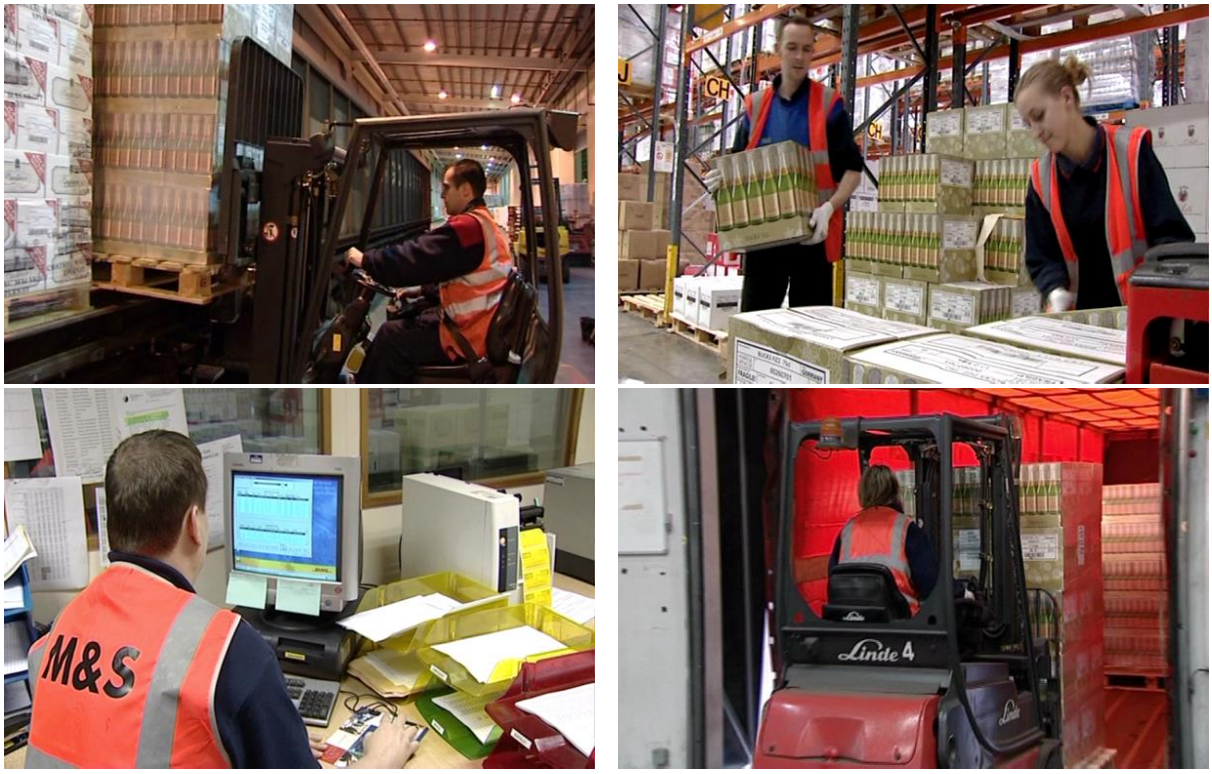
2.4.25 All of these operations are monitored around the clock by site-based security personnel, including those managing the entire SRFI estate, in conjunction with those based at the intermodal terminal and individual warehouses. CCTV is used with infra-red and motion sensors to automatically detect intruders, which can then be dealt with by the on-site security team or the Police.

2.4.26 Where SRFI send freight by rail through the Channel Tunnel, the security arrangements at the intermodal terminal are audited by the DfT to ensure they meet a stringent set of requirements (enshrined in legislation), and are then subject to random inspections to ensure standards are maintained.

2.4.27 The scale of the development facilitates the development of the rail freight interchange facilities, creates a critical mass of freight activity on site, capable of generating enough volume on which to establish an initial network of rail freight services, either for individual unit loads (ie a single 20' length container) or for block trains (ie more than 30 x 45' length containers). Together, the combined on-site and hinterland traffic can then, in turn, attract more traffic onto rail, on which the network and frequency of services can be expanded. In this way, the 6 established SRFI have together created more than 30 trains per day each way.

[29] Efficient Intermodal Terminals Deliver Supply Chain Benefits: AECOM for Department for Transport December 2010

Figure 15 Movement of wine through SRFI



2.4.28 SRFI therefore provide key interchanges between various links in the supply chains, where products moved by road and rail will either transfer directly between different modes of transport or individual vehicles, or will involve some form or interim storage and repackaging.

2.4.29 The scale of floorspace and activity on site is important to maximising the take up of rail for the movement of freight, as much in facilitating the initial provision of rail freight facilities (as this is to an extent funded by the wider development and occupation of the site), as to creating the critical mass of freight needed to sustain the initial network of rail freight services. In this way, the benefits of scale are progressive. In other words, the more occupiers there are on a site, the greater the likely demand for trains. Trains to and from different destinations then become increasingly frequent and viable and the attractiveness and advantages of using rail are enhanced.

2.4.30 It is important to stress that SRFI do not operate exclusively for intermodal freight movement, ie not everything that arrives by rail leaves by road and vice versa. SRFI provide the critical opportunity for occupiers and other end users to have access to a choice of both modes of transport on a day-to-day basis, which would not be possible at road-served distribution parks. SRFI provide “incubators” for the development of new rail freight services, attracting occupiers to site who may not initially make use of rail, but who over time would become familiar with the adjacent rail freight facilities and services and in time make their own conversion of some traffic to rail.

2.4.31 This point was foreseen in the early evolution of public policy on SRFI development, and latterly confirmed by the experience of occupiers at SRFI. In the case of Tesco and Eddie Stobart, each having taken a significant level of floorspace at DIRFT in the mid-1990’s, gradually developed their respective use of rail from individual containers moved by rail from the ports, through to operating multiple trainloads per day from 2006 onwards (up to 7 per day at present).

2.5 Future-proofing SRFI

2.5.1 The first generation of SRFI built in Britain in the 1990's were largely created to focus on developing new direct rail services to and from mainland Europe through the new Channel Tunnel fixed link, to enable the regions to benefit from improved access. As an example, the original promotional materials for DIRFT I suggested that the site would "principally serve freight trains using the Channel Tunnel… up to 10 Channel Tunnel freight trains per day."[30] In the event, this level of traffic has been achieved but primarily through domestic intermodal services, backed by a mixture of maritime and Channel Tunnel intermodal and conventional wagon services.

2.5.2 The first-generation SRFI (including those proposed in London and the South East in the late 1990's which have still yet to be constructed) also tended towards intermodal terminals with handling sidings of between 350m and 420m, in part reflecting the shorter length of some trains in operation at that time, with longer trains then being split in half between adjacent sidings.

2.5.3 The number of warehouses on each SRFI able to receive wagons directly alongside also varied, sites such as Hams Hall and Wakefield having no provision, DIRFT I having 3 units. At present, only 1 warehouse across all the 7 operational SRFI receives wagons directly alongside the building, on the Eddie Stobart unit at DIRFT II (the other units at DIRFT II have satellite rail terminals on elevated platforms set back from the warehouses).

2.5.4 For the next generation of SRFI led by iPort at Doncaster, East Midlands Gateway at Kegworth and phase III of DIRFT, sites are now tending to be developed out with longer handling sidings able to take full-length (775m) intermodal trains. Sites are also tending towards larger amounts of warehousing around the rail freight interchange facilities, typically in excess of 400,000 square metres, providing greater critical mass of on-site freight activity with which to create trainload opportunities.

2.5.5 Beyond catering for longer intermodal trains, the experience at DIRFT phase I highlights the risk of focussing on a particular service or geographic sector of the market (ie Channel Tunnel services), without considering the wider prospects that may exist. Reflecting on this, the engagement with Network Rail at an early stage of the Rail Central masterplan design noted the market research work by Government (through the DfT Rail Freight Strategy 2016) and Network Rail (through the Freight Market Study 2013 and Freight Network Study in 2016) in considering new market opportunities for rail freight beyond traditional bulk traffics and intermodal services. Network Rail noted in 2013:

> Consultees suggested a number of potential new to rail markets based around changes in the economy, new sources of energy or new transport developments which may lead to an opportunity for the rail sector. These include:
>
> - Interurban Logistics. The rail freight sector has recently operated a number of trial flows to explore the opportunity of using central London railway stations as hubs to serve urban retail centres. These have centred on using facilities available at these stations remaining from previous motorail, newspaper and letter traffic which has led to a potential opportunity. It may be the case that these trial flows develop into more permanent operations over time

[30] Daventry International Rail Freight Terminal: from the heart of England to the heart of Europe, Abbcott 1992

- Express Parcels. There are currently a number of parcels companies using spare capacity on the passenger rail network as high speed parcel distributors between specific origins and destinations, as well as a recent increase of use of rail by Royal Mail. In addition, a trial has taken place to operate a high speed parcel service from France into London St Pancras International. It may be that rail can win traffic from the existing Air Freight market in the future.

Should these two markets develop, then it may be the case that additional capacity may be required at railway stations, airport interchanges and on the lines leading from them to nearby cities to carry such high value but low weight goods. Alternatively, it is possible that capacity may be available in periods of the day when passenger travel is lighter.[31]

2.5.6 By 2017, Network Rail had considered this in more detail, stating:

Emerging Markets – Express Freight & Urban Logistics: In addition to the above established rail freight commodity sectors, operators are exploring new markets; a key example being the express rail freight sector. Operationally similar to existing Royal Mail services and utilising traction and rolling stock with passenger running characteristics, conceptually this sector will exploit the superior transit speed offered by rail over road to affect faster and more carbon efficient movements of parcels and retail/consumer goods.

Such express services would typically operate between rail served hubs but could also involve the servicing of key population centres where there is an opportunity to use existing city centre passenger stations outside peak hours. More generally, higher speed rail freight operations has a potentially significant role to play in achieving a lower carbon solution for retail and commercial logistics into congested urban centres, with electric last mile delivery thereon.

With two successful concept-proving trials of express freight services in the last five years utilising London Euston station, Network Rail are positively engaged with the key proponents in this emerging market.

Another potential new market for rail freight is airborne freight traffic. There exist opportunities for rail to replace, or support, airborne traffic. In addition to city centre passenger stations and nodal yards, airports could become potential origins/ destinations for rail freight.[32]

2.5.7 The Government also noted the potential of this market, the Rail Minister stating in 2016:

I believe there's a real opportunity for rail freight to contribute to sustainability, too. One of the greatest challenges of our age is the emission of particulate matter from vehicles. This is not just a problem for future generations or far-away places. Particulates are here now, on our streets, already shortening lives. And one of the key contributors is road freight and the need to bring goods from out-of-town distribution centres into city centres.

Yet our rail lines already reach into stations located in the heart of the city. Imagine if we could run electric freight trains into stations outside peak hours. Or run passenger trains that can be partly converted to carry freight. Goods could be offloaded onto electric vehicles, for distribution across the city. Let's set ourselves the challenge of investing in new freight technology and joined up logistics.[33]

2.5.8 This was elaborated further in the Government's Rail Freight Strategy in 2016:

[31] Freight Market Study, Network Rail 2013, pages 87 - 88
[32] Freight Network Study, Network Rail 2017, page 28
[33] Statement by Clare Perry MP, Rail Minister, 19th May 2016

Potential growth in the ports intermodal and construction markets presents an opportunity for the industry to develop new core markets to help fill the gap left by coal. Alongside the traditional rail freight sector's high-volume, high-tonnage model, there is scope to explore innovative new models that meet the demand from customers for a reliable, flexible and rapid delivery service.

In particular, as the growth in intermodal traffic begins to shift freight demand to those areas of the network where passenger demand is also growing, it will be important to find new and creative ways to maximise the use of existing network capacity and offer new services to customers, if rail freight is to continue to grow.

In particular, where there is spare capacity on passenger trains there is a potential opportunity at relatively low additional cost, as this capacity largely goes to waste each time a train runs without it being used. There are opportunities for the wider freight and logistics industry, working with the rail industry, to make more innovative use of this capacity.

This could include new models such as parcels carried directly between and into city centres using the spare capacity on off-peak passenger services, or old rolling stock fully converted to carry freight into cities. These new models offer the opportunity to reduce the number of vehicles in city centres, reducing carbon emissions and improving air quality by supporting final mile delivery through zero-emission technology such as electric vans. Trials of these models are already happening (see Case study 2), and Government has funded a study by Arup to assess the potential market for such services, published as a supporting annex to this Strategy.

Research has concluded that there is potential to develop this market: there are a number of small-scale examples in operation, a variety of operational models that could be implemented and a number of business models available to industry. The potential market is for time-sensitive, valuable or otherwise important goods that are currently typically sent by Next Day and 2 to 3 Day delivery providers, and goods that can be easily accommodated in cages that can be efficiently loaded and unloaded and do not require special handling. Where the distances involved are medium to long (in effect, 100 miles or greater) the passenger rail network can achieve quicker journey times than road.

These models will not replace core business models for traditional rail freight operators, but nevertheless they have the potential to provide the reliable, time-sensitive delivery of goods which customers and supply chains want, providing economic and environmental benefits while offering value for money for fare-payers and taxpayers. In particular, greater use of such models could reduce the need for the use of road freight within cities for the movement of small goods and parcels, with potential benefits for air quality, reduced congestion and improved safety as well as for emissions reduction.

It is for industry – including current rail freight operators, passenger train operators, the wider freight industry and third party logistics providers – to respond to the changing market to develop new business models. But Government has a role in supporting and enabling this by demonstrating the opportunity which exists. We also recognise that a clear policy framework from Government, including capacity on the network that will enable growth and clarity on the track access charging regime, will play an important role in enabling industry to innovate.[34]

[34] Rail Freight Strategy, Department for Transport, paragraphs 73 to 80

2.5.9 This emerging market for express freight and urban logistics, using faster, lighter rolling stock to move goods by rail direct into towns and cities, has therefore attracted support from Government and Network Rail, in responding to market interest. The Royal Mail has operated 100mph services for decades with its own fleet of electric multiple unit (EMU) trainsets, linking RFI in London with those in Warrington, Glasgow and Newcastle. InterCity RailFreight moves time-sensitive parcel traffic on 125mph scheduled rail services from the East Midlands and the South West direct into central London. Trials have been undertaken by Eddie Stobart, Sainsbury's and TNT from temporary RFI facilities at Rugby directly into Central London. In response to this market interest, rolling stock leasing company Porterbrook has proposed conversion of displaced high-speed and commuter trains for freight traffic, operating at between 100mph and 125mph. Porterbrook has supplied images which show what one of the trains would look like berthed at an express freight terminal such as that proposed on site (see below):

Figure 16 Express freight train (source Porterbrook)



2.5.10 It is therefore apparent that the next generation of SRFI seek to prepare for a wider range of rail freight opportunities than the more narrow focus of the first-generation sites achieved. Based on discussions with Network Rail, the masterplan for Rail Central not only seeks to cater for the more established conventional and intermodal services (the latter capable of operating straight through the intermodal terminal without intermediate shunting), but also to make separate dedicated provision for express freight services, based on the facilities and rolling stock successfully used by the Royal Mail for its own services.

2.5.11 Provision of direct access to the WCML Fast Lines from the dedicated Express Freight Terminal on site, places Rail Central within 1½ hours of London, and within 4 hours of the majority of the population (from the Scottish Central Belt to the south coast). This compares with current intermodal services from DIRFT to Scotland (7 hours) and East London (3 hours). The express freight services also open up a much wider range of potential RFI facilities, including most of the principal passenger stations amongst the network of over 2,500 covering the national rail network which previously handled such traffic.

2.5.12 Reflecting the changing structure of supply chains, in particular the need to provide increasing same-day distribution of ecommerce orders, the combination of rail services available to occupiers and users at Rail Central enables inbound supplies from the Far East and mainland Europe to arrive direct by rail, and/or from the main deepsea ports, from where domestic intermodal and express freight services can then deliver out by rail to the rest of the UK, the latter offering a much faster means of distribution for more time-sensitive traffic than possible at present.

2.5.13 Rail Central therefore aims to offer the widest possible range of rail-based services for the manufacturers, retailers and logistics companies expected to occupy or use the site. As further future-proofing of the site, Rail Central offers 4 separate, electrified access points direct to and from the WCML, fully interconnected to provide resilience and redundancy against engineering works or disruption. It also provides for a Train Maintenance Depot, to avoid the need to move empty wagons and locomotives off site for maintenance, refuelling or crew changes. In this way the SRFI is as prepared as possible for the various future opportunities for rail freight, maximising the potential for modal shift.

3 Rail Central: main line access

3.1 Main line infrastructure and services

3.1.1 In 2007 the Government White Paper on the Railways[35] set out a long-term ambition for a railway capable of handling double the level of passenger and freight traffic. To cater for this growth, the Government committed to create a Strategic Freight Network (SFN), a core network of rail routes enhanced to cater for 775m length trains operating within W10 loading gauge (see next section), linking together a network of inland interchanges, ports and the Channel Tunnel. The SFN consists a number of core and diversionary routes, as shown in Appendix A, which notes the position of Rail Central on one of the core routes in this network.

3.1.2 The Rail Central site is bounded to the west by the West Coast Main Line (WCML) "fast lines" (also referred to as the *London to Rugby Line*, Engineer's Line Reference LEC1) and to the east by the WCML "slow lines" (also referred to as the *Roade and Rugby New Line* or the *Northampton Loop* with the Engineer's Line Reference of HNR). All four lines are electrified with overhead 25kV AC catenary and cleared to W10 loading gauge. The four WCML running lines split into two separate routes south of Rail Central at Roade Cutting, and re-join as a single route at Hillmorton Junction south of Rugby.

3.1.3 The WCML links London and the South East with the Midlands, North West and Scotland, and is the principal route for movement of north-south intermodal (containerised) and conventional wagon rail traffic related in part to the small network of existing SRFI. The WCML forms a core part of the Trans-European Network (TEN-T), and south of Crewe to London is one of the few sections of the national network already cleared for 775m length trains.[36]

3.1.4 Analysis of the Working Timetable (WTT) indicates the following levels of traffic on the two branches of the WCML passing the site:

- Fast Lines (LEC1): 327 train paths in the WTT, the majority of which (317, 97%) are for passenger trains, most of these being Virgin Trains West Coast services (electric Pendolino trains and diesel Voyager trains) with the balance being mainly West Midlands Trains services (electric trains) and 2 sleeper / charter train paths. The remaining 10 paths (3%) are for freight trains using the route during off-peak periods. Of the total paths in the WTT, 311 (95%) were actually used on the day surveyed (not all trains may operate at the same time every day; some may only run on certain days / times as required);

- Slow Lines (HNR): 248 train paths in the WTT, the majority of which (138, 55%) are for passenger trains, most of these being West Midlands Trains services, with the balance being Virgin Trains West Coast and sleeper / charter train paths. The remaining 110 paths (44%) are for freight trains using the route. Of the total paths in the WTT, 197 (79%) were actually used on the day surveyed.

3.1.5 The Figures below show the pattern of services across the day by hour, indicating peak periods of operation in the morning and late afternoon.

[35] Delivering a Sustainable Railway, Department for Transport, July 2007
[36] Network Rail Freight Network Study 2016

Figure 17 Current rail traffic on WCML Fast Lines (source Network Rail)

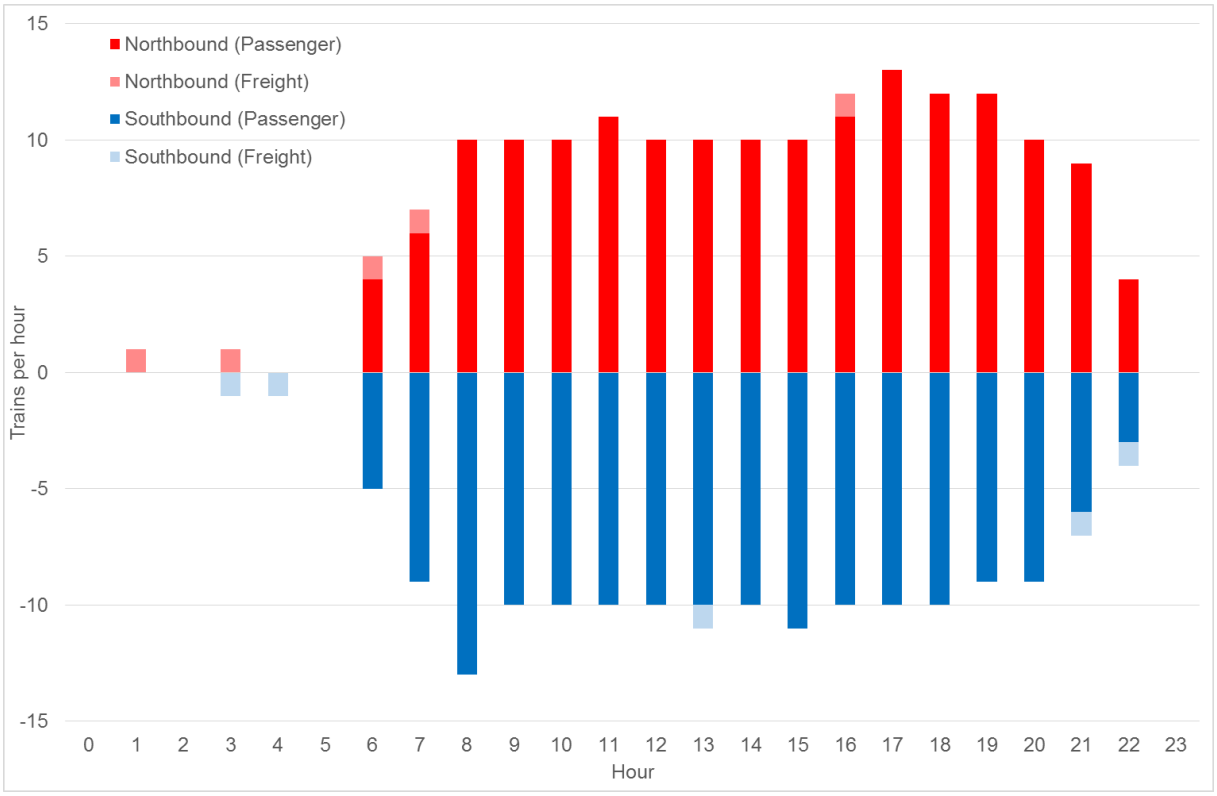
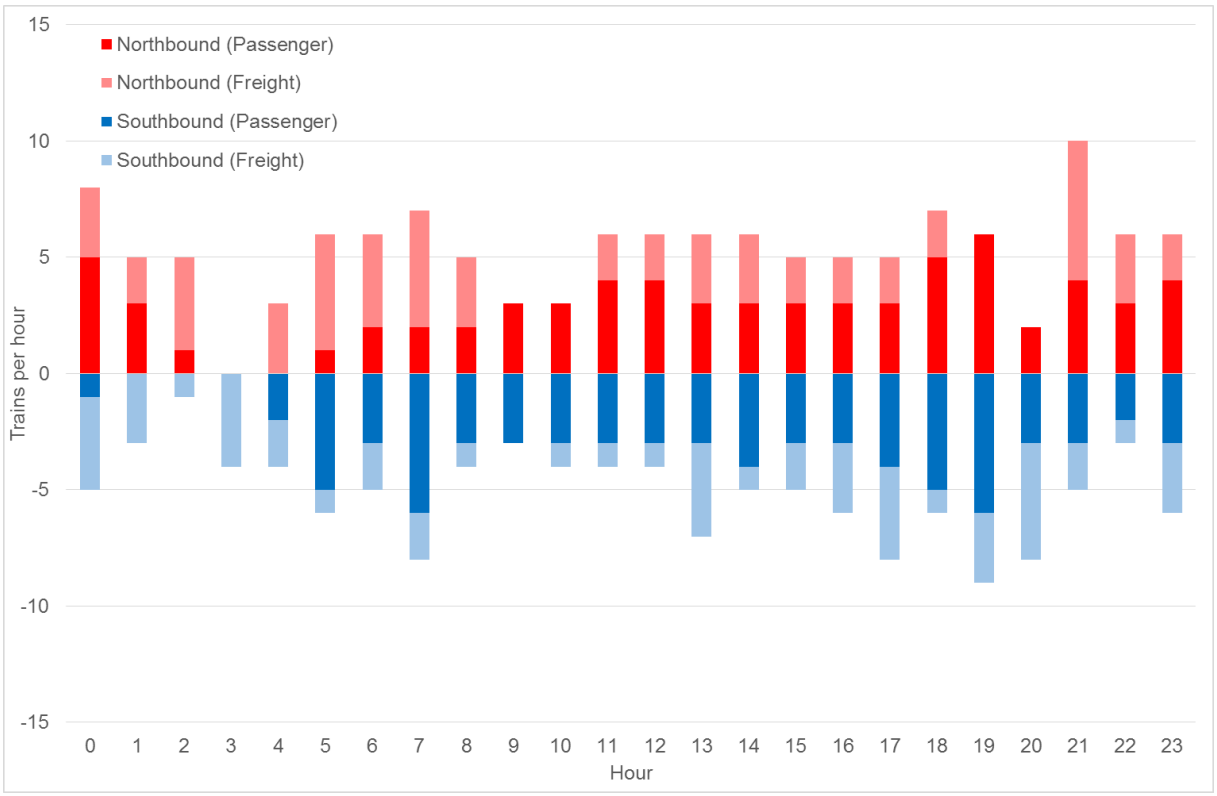


Figure 18 Current rail traffic on WCML Slow Lines (source Network Rail)



3.1.6 Note that Network Rail can vary the level of traffic on any part of the rail network as required, from closing the line altogether for overnight engineering works, through to rerouting additional trains onto a route when other lines are closed. In terms of the WCML at this point, Network Rail will tend to schedule engineering works such that trains can be routed via the Fast or Slow lines, allowing access throughout. For example, as many as 48 freight paths have shown in the WTT for the Fast Lines to allow for this.

3.1.7 The map in Appendix B shows the main routes available for trains to and from Rail Central, primarily using direct routes, but with additional route options available via the national network of "hub" freight yards, where trains can be stabled before onward movement in other directions of travel.

3.2 Loading gauge capability

3.2.1 The loading gauge is the maximum permitted cross-sectional profile of a rail vehicle and its load, which varies across the rail network in Great Britain and mainland Europe due to variances in structural dimensions (eg tunnels, bridges and station platforms). Within Great Britain the standard loading gauge profiles for rail freight vehicles range from W6A (smallest) to W12 (largest). Appendix C shows the various loading gauge profiles which currently apply.

3.2.2 W10 has latterly provided the standard for the SFN enhancement works, being sufficient to allow a 2.44m (8') wide by 2.89m high (9'6") shipping container (2.89m high) to be carried on a notional 1m high rail wagon. Where possible, Network Rail now seeks to clear routes to the slightly wider W12 standard, which can allow carriage of 2.5m wide by 2.89m high containers. In its recent Freight Network Study (FNS), Network Rail has indicated that the WCML passing Rail Central is a future Tier 1 priority for W12 gauge clearance.[37]

3.2.3 As W10 and W12 gauge does not cover all of the main intermodal routes on the national rail network, rail freight operating companies (FOCs) use a mixture of rail wagons of varying heights, in order to carry containers ranging in height from 2.44m (8') to 2.89m (9'6") across the network within the more prevalent W8 gauge.

3.2.4 Rail Central is proposed to have access to all 4 of the WCML running lines, which are all cleared to W10 loading gauge. This would provide onward access at W10 gauge to the principal deepsea ports of Felixstowe, Southampton and London Gateway, as well as other ports and (S)RFI at W10 gauge in London, the Midlands, North West, Yorkshire & Humberside, North East and the Scottish Central Belt.

3.2.5 Note also that all conventional wagon and express freight services are built to operate within the smallest W6A loading gauge, and could therefore operate between Rail Central and virtually the entire national rail network, where axle load and train length restrictions permit.

3.3 Network capacity

3.3.1 Network Rail maintains a rolling programme of timetable development, seeking to accommodate a variety of requests from passenger and train operators which may vary from very short term (with only a few hours' notice) through to the longer-term (up to 18 months into the future). As part of this programme, Network Rail monitors usage of booked timetable paths in order to allocate capacity as required. A recent example of this work has been publicised by Network Rail:

[37] Figure 7.2

A massive timetable shakeup is being implemented after Britain's rail freight industry collaborated over a two-year, industry-wide review into more efficient freight operations. Together, Network Rail and freight operators identified 50 per cent of the reserved slots on the railway for freight trains were not being used and could potentially be given up for thousands of new passenger and freight services.

Per week, 4,702 allocated 'paths' – the slots a freight train has on the railway and in the timetable – have been relinquished, freeing-up much needed capacity on the rail network. They could become available for all train operators to run additional services on a daily basis or re-time existing services to reduce congestion and improve reliability.

This additional capacity has been created at zero cost and has not led to any reductions in the number of freight trains running on the network. It represents a huge opportunity for both freight and passenger operators to increase traffic on the network without the need for expensive infrastructure enhancement schemes. The spare capacity can be attributed to a number of factors:

- The unprecedented decline in coal traffic over the last two years, and a dip in iron and steel
- More efficient freight operations including running longer, fuller, heavier trains
- Savvy timetabling and better freight industry productivity, running fewer part-loaded freight trains, reducing wasted capacity

Meanwhile, construction and intermodal freight traffic is growing on the rail network and additional paths are needed in order to support the economy across Britain. 1,000 of the removed paths have been safeguarded for future strategic freight growth, which is essential to allow for expected increases in key freight markets. The rail freight market can have the confidence that future traffic growth can take place without being hindered by the need to always build additional capacity.[38]

3.3.2 Network Rail's investment programme (in parallel with developments such as HS1 and HS2) then focuses on seeking to respond to forecast growth in passenger and freight traffic through capacity enhancement. This includes new digital signalling systems for the rail network and freight locomotives.[39]

3.3.3 Network Rail has developed long-range forecasts of passenger and freight demand out to 2043, which form the basis for separate route studies being undertaken by Network Rail to consider options for further enhancement of network capacity, alongside the proposed HS2 development. The forecasting process undertaken by Network Rail, as endorsed by the DfT's National Policy Statement on National Networks (NPS), has taken account of the Rail Central proposals as part of the quantum of additional SRFI capacity expected to be developed over the next 30 years.[40]

3.3.4 More recently, the FNPO route strategy has provided an update on forecast growth in the short to medium term, within its next Control Period 6 (CP6, 2019-24) equal to 15.6% total growth in freight lifted between 2016/17 and 2023/24.[41] NR states:

[38] https://www.networkrail.co.uk/feeds/rail-freight-industry-and-network-rail-collaborate-to-increase-railway-capacity/
[39] https://www.networkrail.co.uk/feeds/freight-trains-in-britain-to-be-upgraded-with-delay-busting-digital-technology-in-multi-million-pound-deal/
[40] See Rail Central Need Report
[41] Freight & National Passenger Operators Route Strategic Plan, Network Rail, February 2018, page 25-26

> Our vision goes beyond the boundaries of CP6, especially for freight. Growth levels as forecast by MDS Transmodal, and desired by the Governments' rail freight strategies, can be achieved – but only if an appropriate framework and infrastructure is put in place.[42]

3.3.5 Network Rail's Freight Network Study has identified potential capacity enhancements on the WCML in the local area, including on the Northampton Loop and in the Bletchley / Milton Keynes area.[43]

3.3.6 The Rail Central scheme is being developed with capacity to cater for a significant level of traffic at maturity, noting that such levels of traffic would be expected to evolve over a number of years. For example, DIRFT now generates around 10 trains per day each way after more than twenty years of operations. In the short term, the immediate requirements of Rail Central would be to cater for the initial start-up phase, achieving up to 4 trains per day each way.

3.3.7 Analysis of the network capability for additional freight traffic has been undertaken on both the Slow Lines and Fast Lines by Network Rail and specialist timetable planners PRA.

3.3.8 The Slow Lines assessment undertaken by Network Rail has focussed on the daytime period (0600-2000) for Class 4 (intermodal) services, and concluded the following on the current timetable:

- Hanslope Junction (south of site) to Northampton station (north of site):
    - Northbound direction 28 x Class 4 paths between 0600 and 2000;
    - Southbound direction 38 x Class 4 paths between 0600 and 2000;

3.3.9 The Fast Lines assessment undertaken by PRA covered the daytime and night-time period for Class 1 (express) services, and concluded the following on the current timetable:

- London to Rail Central:
    - Northbound direction 14 x Class 1 paths per 24 hours;
    - Southbound direction 19 x Class 1 paths per 24 hours;
- West Midlands / North West to Rail Central:
    - Northbound direction 16 x Class 1 paths per 24 hours;
    - Southbound direction 18 x Class 1 paths per 24 hours.

3.3.10 For Class 4 (intermodal) services, PRA concluded that within the 2100 – 0700 overnight period, some 50 paths could be identified in the current timetable.

[42] Freight & National Passenger Operators Route Strategic Plan, Network Rail, February 2018, page 4
[43] Figure 8.1

3.3.11 Combining the two sets of results for the Fast Lines and Slow Lines, it should be noted that some of the respective "new" freight paths on each route would effectively combine (or disappear) further north or south on the WCML. Overnight engineering work will typically involve either the Fast or Slow Lines (but not both) being closed as required. The total number of paths available will therefore be lower in consequence. Nonetheless, the overall result of the analysis by Network Rail and PRA sets out the overall capability of the main line to cater for the start-up phase of operations on the site, at 4 trains per day in and 4 trains per day out, comprising mainly Class 1 and Class 4 services, with some additional Class 6 services.

3.3.12 In the longer term, the development of the wider network, including phase 1 of HS2, will create additional capacity. The Department for Transport has noted the following in the context of the WCML (my highlighting):

> Britain's key strategic rail corridor is the West Coast Main Line (WCML). Inter-city services on the WCML link London to Birmingham, Manchester, Liverpool and Glasgow. Commuter services into London, Birmingham and Manchester also operate on the route and around 40% of all Britain's rail freight traffic uses the WCML at some point in its journey. Between 1998 and 2008, Britain invested £9 billion in upgrading the WCML. The upgrade increased peak service levels on the Fast Lines into Euston from nine trains per hour (tph) to 13-14tph and reduced journey times, such as those between London and Manchester, by around 20%. However, despite the considerable cost and disruption involved, within seven years of completion of the works:
>
> - Over 60% of the additional peak inter-city seats provided by the upgrade are already being filled
> - More trains are being operated on the WCML's Fast Lines ("Fast Lines") in the peak hour (up to 15-16tph) than was envisaged when the upgrade was planned. No significant increase in peak services into London is possible without either compromising performance or requiring major investment
> - In part due to this intensity of operation, reliability of the services on the WCML is poor. Recent London Midland punctuality was 83.2% compared to 88.7% for the wider London commuter network. Virgin West Coast's punctuality was 85.1% compared to 87.5% for the long distance sector as a whole
>
> As rail demand continues to grow, pressures to run more services on the WCML will inevitably arise. This is because:
>
> - The existing peak trains, some of which are crowded now, will become severely overcrowded – even if they are all run at maximum length
> - Today's WCML timetable is a compromise. Lack of capacity means that opportunities to improve frequency of commuter services around Birmingham and Manchester are constrained. It also limits the ability to run more long-distance services to link London directly with other cities across the West Midlands, North West, Scotland and Wales
> - As international trade expands, **there is an urgent demand for more freight paths on the WCML, which links the nation's major ports with inland freight terminals**. Rail freight brings annual benefits of around £1.5 billion to Britain's economy
>
> DfT analysis of Network Rail's estimates suggests that growth in volumes will translate into an increase in demand for rail freight paths on the WCML each day from 42 today to 80 by 2033. Clearly, given the constraints that are in place all along the WCML rail corridor, it will be impossible to accommodate the expected increase in freight demand without further investment in the infrastructure to increase network capacity. The only alternative would be extensive use of the route at night, which would limit the time available for engineering inspection and maintenance work.

> A number of other investments are being progressed to relieve some of the freight pressures on the WCML. These include the Felixstowe to Nuneaton scheme which allows some freight traffic to bypass the southern end of the route and investment in gauge clearance on the Midland Main Line. However, without additional WCML paths for freight, rail will not be able to maintain its key role in Britain's distribution chains. As international trade grows, freight traffic will increasingly be diverted onto the roads, leading to worsening road congestion and air quality.
>
> This leaves the Government with a choice. It can either undertake a "patch and mend" style continued upgrade of the WCML – at considerable cost and disruption - or it can make a transformational investment that solves the capacity and reliability issues of Britain's key strategic rail corridor for the long term.
>
> In HS2, Government has chosen a transformational investment. **Dedicated high speed lines will allow for faster, more frequent and more reliable inter-city travel whilst at the same time releasing capacity on the existing network to enable radical improvements to commuter and freight services**. Once the HS2 network is complete, released capacity could also "de-pressurise" the WCML and allow performance and reliability to improve. Alternatives to HS2 that involve upgrading the existing network simply do not provide the ability to address the wide range of capacity and performance pressures faced by the WCML in one go.[44]

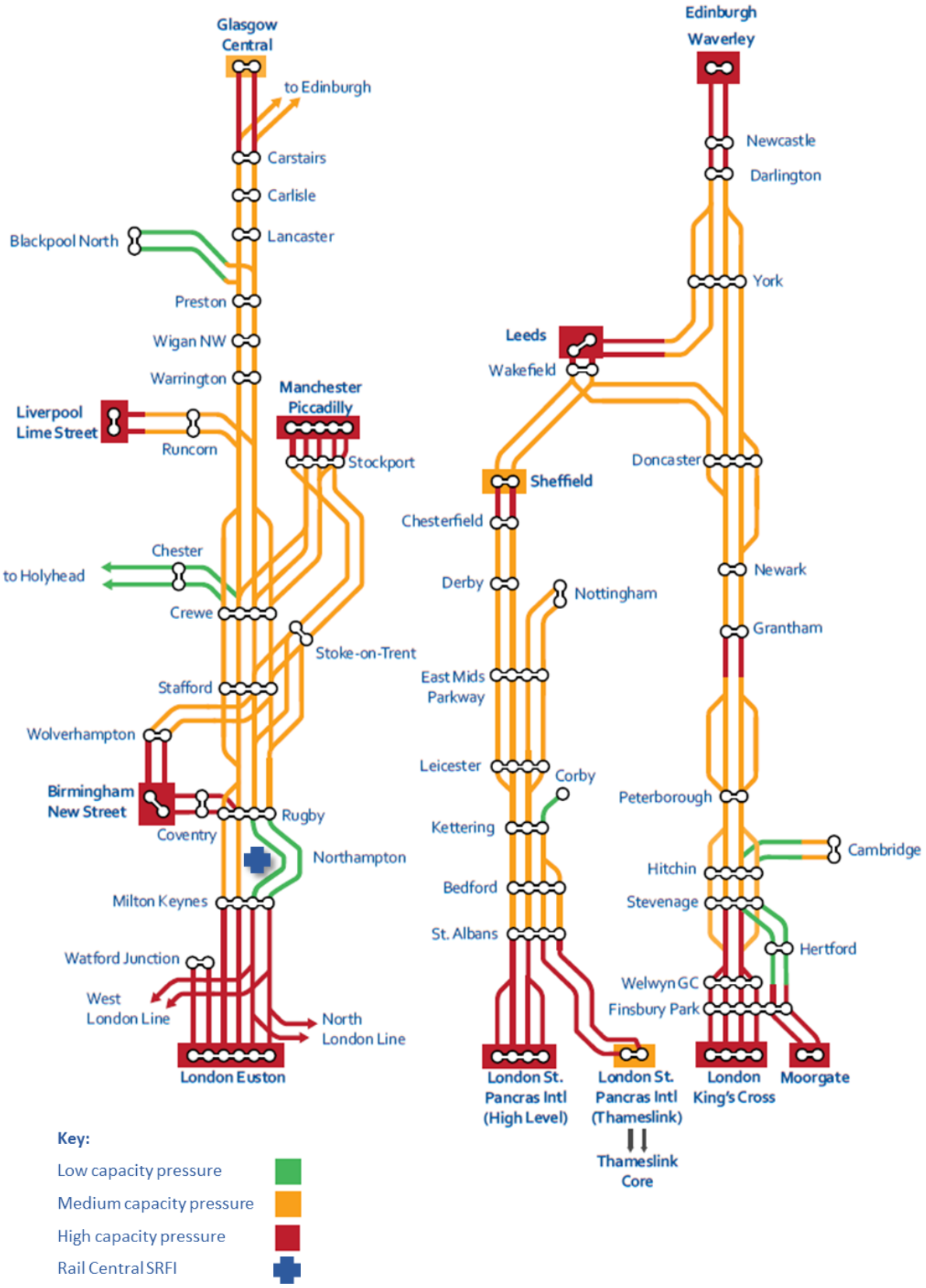
3.3.13 The Figure below produced by HS2 (position of Rail Central overlaid for information) provides a schematic view on capacity issues on the West and East Coast Main Lines. This indicates that the WCML Slow Lines via Northampton have low pressure on capacity and the WCML Fast Lines have medium pressure on capacity.

3.3.14 The Bill to construct phase 1 of HS2 between London and Birmingham received Royal Assent on February 23rd 2017. Construction works have started and the new line is anticipated to be operational by 2030.

3.3.15 In response, Network Rail is currently leading an industry process known as "Capacity Plus" (Phase One WCML) to identify and develop options for the use of capacity released by transferring long distance high speed services onto HS2, including assessment of demand for additional freight paths arising from Rail Central and other developments in the surrounding area.

[44] Supplement to the October 2013 Strategic Case for HS2, DfT November 2015, pages 5-6, 25

Figure 19 Post-2019 capacity pressures on north-south main lines (map base source HS2)



4 Rail Central: on-site rail works

4.1 Main line connections

4.1.1 Drawing on input from Network Rail into the initial design of the proposals, Rail Central provides for direct connection into the WCML Fast and Slow Lines, in both directions of travel. The connections would allow diesel or electric traction to operate trains of up to 775m train length, with internal links between these connections to allow maximum flexibility of routing trains to and from the site. In the event that either side of the WCML is closed for maintenance or due to an incident, scope will then exist for Network Rail to reroute trains via the unaffected side of the WCML as slots become available. Figure 20 below shows the schematic track layout and the proposed new connections.

4.1.2 The design of the main line connections into the Fast and Slow Lines respectively can be used by all the types of freight train anticipated to use the SRFI (intermodal, conventional and express), the nature of the connections designed to reflect the respective emphasis of traffic movements and to best integrate these into the pattern of main line services, ie:

- Fast Line connections tailored for express freight trains arriving and departing at faster speeds to better integrate such trains (Class 1 services capable of operating at up to 110mph on the main line) amongst the express passenger services – with overnight capability for Class 4 services if required;

- Slow Line connections tailored for intermodal (Class 4 services up to 75mph) and conventional wagon (Class 6 services up to 60mph) services to integrate into the local passenger and other freight services – noting that Class 1 services could also use this route if required.

4.1.3 The connections would consist of main line crossovers (allowing trains on the main line to cross between main line tracks as required to reach the connection points) and new connections on and off the main line into site. This configuration would serve to maximise the potential of Rail Central's connectivity to the SFN. It also demonstrates that Rail Central benefits from a range of routing options to ensure that the rail services offered at the SRFI would be both efficient and resilient.

4.1.4 The main line connections would be maintained, operated and signalled by Network Rail, the area of signalling control from Network Rail's Rugby Railway Operations Centre (ROC) interfacing with a separate on-site signalling system operated from a control panel from the Rail Central Railway Control Centre (RCC), similar to the signalling arrangements in place at DIRFT. Network Rail has confirmed that changes would be required to the relevant ROC workstation display screens (see Figure 21 below) used by signallers to monitor train movements, to include additional detail of the connections to and from the Rail Central site as needed to give the ROC signallers suitable visibility of trains moving to and from the main line.

4.1.5 In advance of an inbound freight train arriving on site, the ROC would contact the Rail Central RCC on site to confirm that one of the reception sidings would be available to receive a train, the RCC then organising any shunting of trains on site as required to achieve this.

4.1.6 Freight trains destined for Rail Central would pass through new signals controlling access to the new crossovers and connections into the site. With suitable signal aspects displayed, trains would cross over the main line tracks as required and into one of the sidings on site. Once clear of the main line, the signals and pointwork would be reset to allow other trains to proceed along the main line.

Figure 20 Schematic track diagram and main line connections (not to scale)
(Electrified lines shown in red)

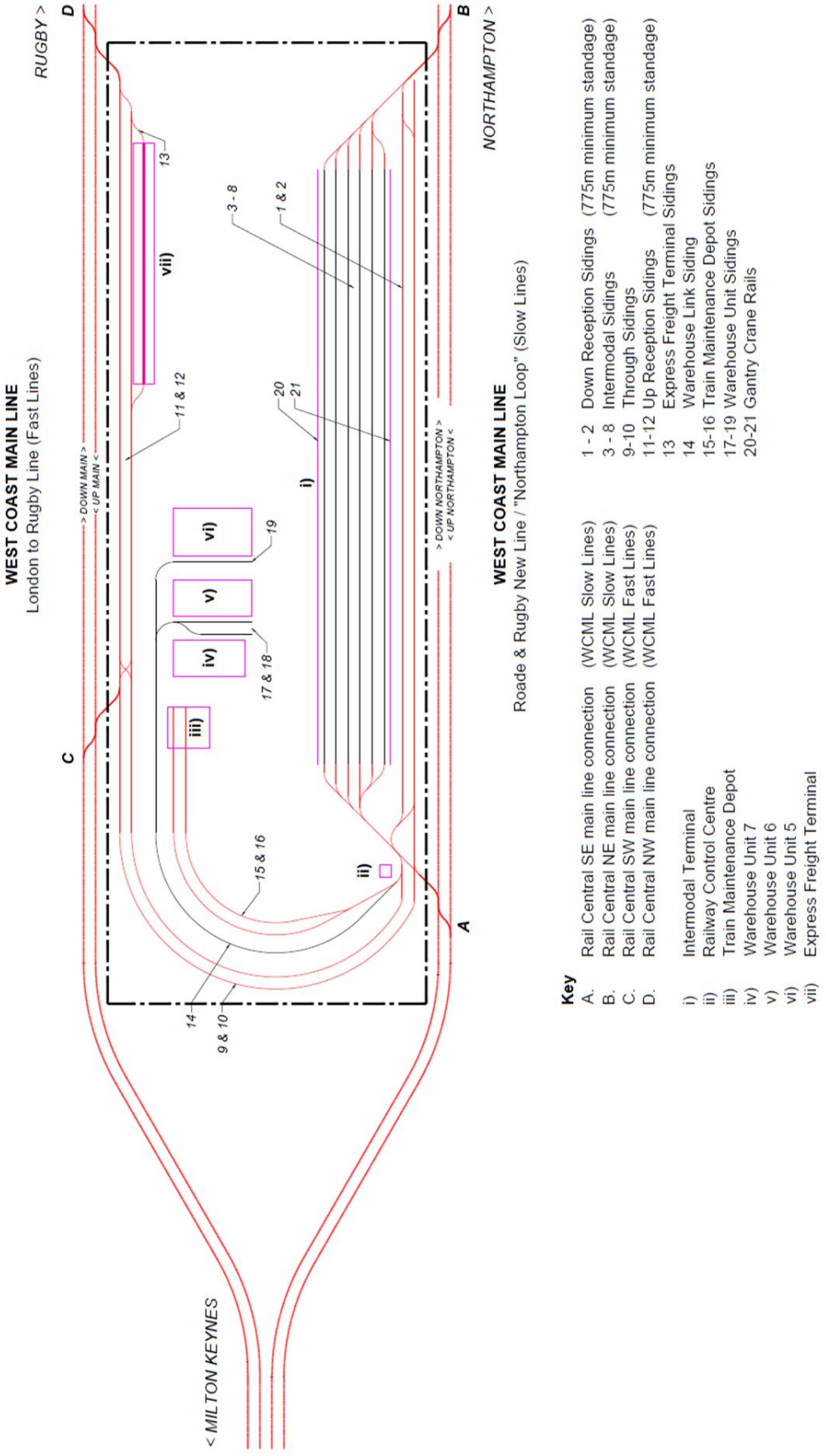
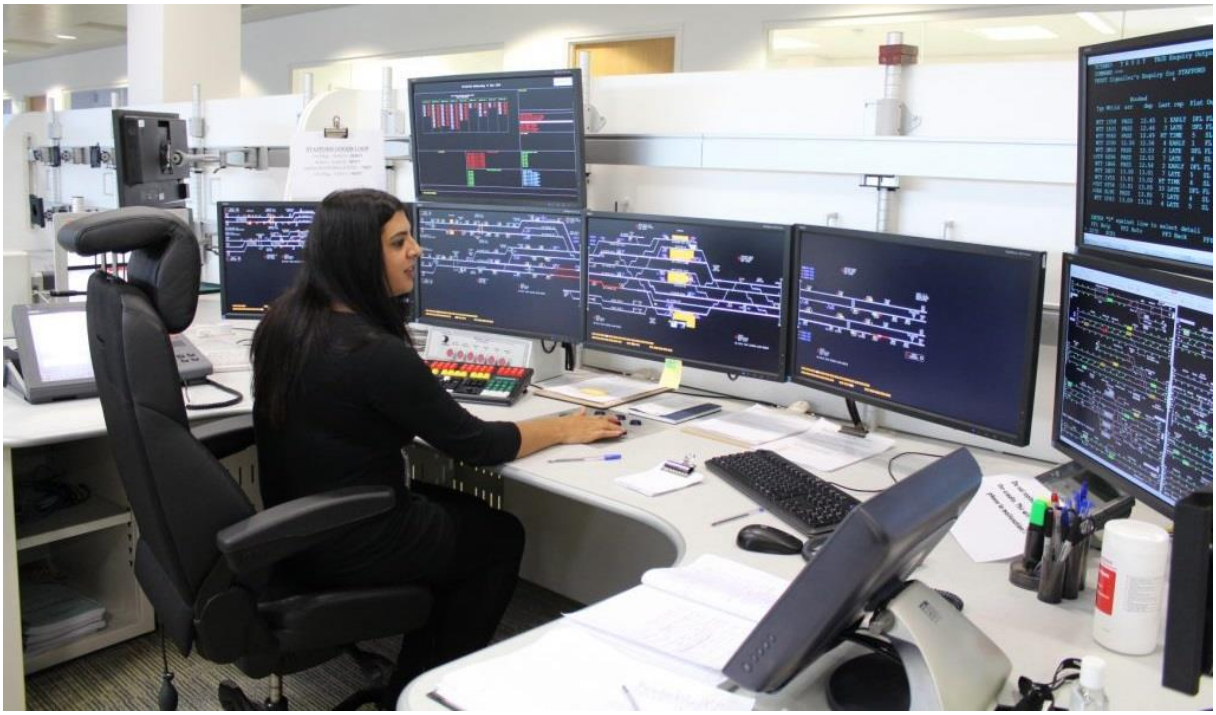


Figure 21 Rugby ROC signaller workstation display panels (source The Rail Engineer)



4.1.7 Trains departing from Rail Central would firstly confirm readiness to depart the site between the RCC and ROC, from which point trains would then proceed from the sidings on site up to the signal controlling access to the main line. With a suitable signal aspect displayed, trains would cross the main line connection onto the main line, with signals and pointwork then reset for the next train to proceed.

4.1.8 Drawing on engagement with Network Rail since 2012, the proposed siting and design of the main line connections has been reviewed by Network Rail using its in-house and independent external advisors, through three separate reviews:

- By Network Rail as part of the response to the initial Scoping Opinion on the proposals;[45]
- By Network Rail and consultants Parsons Brinckerhoff during 2016, as part of their work with HS2 to identify strategic locations for stabling track maintenance plant displaced by the HS2 construction works. Rail Central was demonstrated as being able to meet the requirement to stable such equipment. The design input from Parsons Brinckerhoff focussed on the main line connection points on the slow lines, this being incorporated into the Rail Central masterplan;
- By Network Rail and consultants Mott MacDonald and Volker Fitzpatrick, as part of the GRIP2[46] technical workstreams undertaken for Rail Central. The design input from Network Rail and its consultancy team on main line connection points, signalling and method of working has again been incorporated into the Rail Central masterplan.

4.1.9 This work has provided independent confirmation of the engineering and operational feasibility of the Rail Central main line access, with the local signalling and power supply systems having latent capacity to cater for the new connections.

[45] Letter to Planning Inspectorate, 11th January 2016
[46] Governance on Rail Investment Projects, Network Rail's in-house 8-stage project development governance

4.2 On-site track layout

4.2.1 A train arriving into site via the Slow Lines would be routed into one of six full-length sidings within the Intermodal Terminal, or into one of two parallel reception sidings equipped with overhead electrification (Figure 20 above). Diesel-hauled trains could access any of these eight sidings. Electrically-hauled trains could access the outer reception sidings, from where on-site shunt locomotives would then move the train into the Intermodal Terminal. The latest electric freight locomotives being introduced onto the network (Class 88) have built-in diesel engines that could undertake such shunting manoeuvres without requiring a separate diesel shunter.

4.2.2 The method of working via the Slow Lines would be similar for conventional or express freight services, trains being shunted to and from the rail-linked warehousing and Express Freight Terminal as required.

4.2.3 The Fast Line main line connections would be expected to handle a smaller number of freight trains, primarily express freight services during intra-peak daytime and night-time periods, and other freight services at night. Trains would arrive or depart from two electrified full-length reception sidings, or via a separate dedicated loop line into the Express Freight Terminal. Trains destined for the Intermodal Terminal or rail-linked warehouses would then be moved via the internal connection to the relevant destination on site.

4.2.4 The total bank of 11 sidings facing the main line on both sides of the site would be multi-purpose, capable of being used as required by the terminal operator for train arrival, departure, stabling or handling as appropriate.

4.2.5 The track layout on site has been designed to accommodate overhead electrification, to enable electric locomotives and multiple units to access the site. Interfacing with the existing overhead electrification provided on the WCML Fast Lines and Northampton Loop, electrification on site would be anticipated to cover the arrival / departure sidings on both sides of the site and the internal interconnecting chords, the Express Freight Terminal siding, and sidings to the Train Maintenance Depot if required. Based on the current 60m spacing of catenary support structures on the WCML passing the site, it is estimated that around 120 catenary support structures (in single or paired configuration) would be required, most of these running parallel with the existing structures on the main line, at the same height or lower than the existing WCML electrification.

4.2.6 In terms of interchange facilities on site, these would be as follows:

- Intermodal Terminal with up to 6 full length sidings, capable of being operated by reachstacker cranes (accessing the nearest 2 sidings facing the Intermodal Terminal apron) or overhead gantry cranes (spanning all 6 sidings and most of the Intermodal Terminal apron area). Once berthed inside the Intermodal Terminal, trains would be unloaded and reloaded, each train typically processed within a 2-4 hour window depending on the number of containers and handling equipment involved. Once reloaded, trains would then be prepared to await departure. The Intermodal Terminal would also accommodate short-term storage of containers awaiting call-off by trains or HGVs. This would provide a total storage capacity of around 4400 TEU, the equivalent of 70 intermodal trainloads (or around 3 days' throughput by rail). The number and average dwell time for containers on site would be determined by end user requirements and/or the terminal operator. The Intermodal Terminal would be designed to standards necessary to secure DfT security approval for export of freight via the Channel Tunnel, as well as HM Customs clearance for receiving and despatching trains from other countries within and beyond the European Union;

- Rail-linked warehousing, with three of the units on site having direct siding access alongside the buildings, avoiding the need for any intermediate road movements between train and warehouse;
- Express Freight Terminal, allowing high-speed trains to arrive on site, quickly discharge and load roll cages or palletised goods (within windows as short as 20-30 minutes) before departing again in the same or opposite direction of travel.

4.2.7 Train movements within the site (ie excluding movements to and from the main line) would be restricted to slow speeds (5-10mph) for safety reasons.

4.3 Ancillary facilities

4.3.1 Additional rail-related facilities to be provided on site would include:

- A Train Maintenance Depot, to allow trains to be stabled, maintained and fuelled on site rather than at off-site locations. This would reduce the need for empty positioning movements to and from site, maximising use of available main line capacity and the efficiency of rail freight services. This unique facility for a SRFI would also provide a location where traincrew could sign on and sign off from work each day as required. With the rationalisation of former maintenance depot facilities at Rugby and Wolverton in recent years, this facility would be able to tap into a pool of skilled railway staff which have been (or may be) displaced from other facilities in the surrounding area.
- A gatehouse at the HGV entrance to the Intermodal Terminal – this would accommodate operational processes including checking the documentation of inbound HGVs to ensure that the driver and/or vehicle is authorised to deliver or collect containers from the terminal. This not only protects against container theft from site, but also forms part of the Government's mandatory security regime for terminals sending freight through the Channel Tunnel. Should a vehicle arrive with incomplete documentation (or been misdirected), the design provides for any such HGVs to turn round and leave the site ahead of the main security gates protecting the Intermodal Terminal;
- A Railway Control Centre (RCC) for the Intermodal Terminal and railway operations on site, providing administration and security facilities as well as amenities for staff and visitors;
- Bunded fuelling facilities for reachstackers, internal movement vehicles or locomotives.

4.4 Phasing of rail freight interchange facilities

4.4.1 The experience of the existing SRFI indicates that it will take several years for each site to achieve a mature level of rail freight traffic. The capacity of the interchange facilities on site can therefore be phased to allow this to grow in line with traffic demand.

4.4.2 In terms of phasing of development, DIRFT1, BIFT, Wakefield, Mossend and 3MG were all constructed as one single phase, with multiple reception and handling sidings together with the open-access Intermodal Terminal, in some cases with directly rail-linked warehousing alongside. In the early years the rail facilities operated some way below their design capacity whilst traffic levels rose. In the case of DIRFT, DIRFT2 then followed as a second phase with a major further expansion now in hand at DIRFT3, which will itself replace the existing intermodal terminal facilities at DIRFT1.

4.4.3 Hams Hall (see Figure 22 below) developed its open-access Intermodal Terminal as a series of phases, with each phase added in response to traffic growth. Phase 1 opened in 1997 with 2 full-length reception sidings and 2 half-length handling sidings, along with a third 'locomotive release' siding within the interchange area. The handling apron was divided into two halves along the length of the handling sidings, the majority of which was paved for reachstacker operation, the remaining area being laid with compacted fill suitable for container storage. The gatehouse facilities were provided by a pair of stacked Portakabins, together with an adjacent parking area for inbound HGVs.

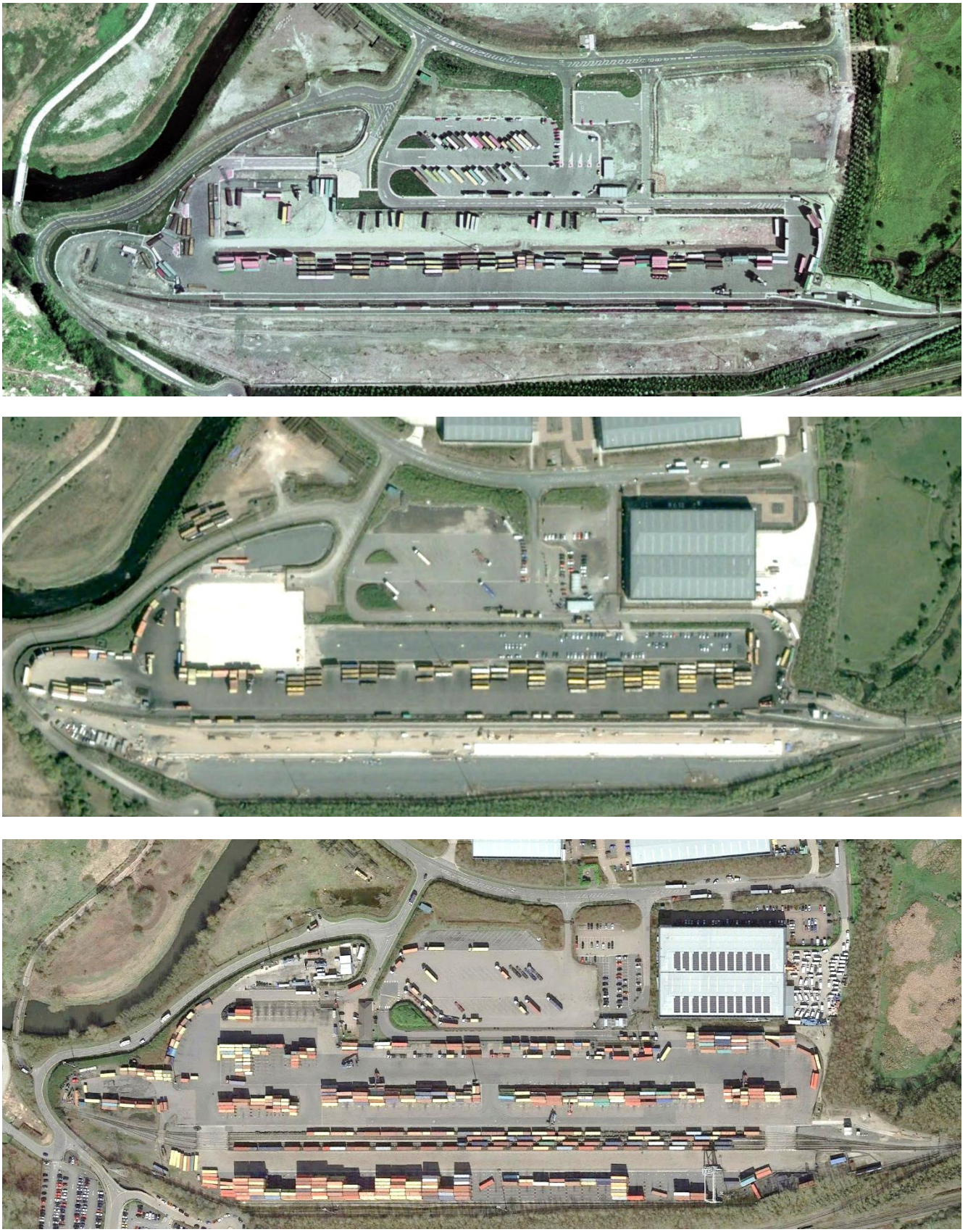
4.4.4 Phase 2 was implemented in 2003, introducing a fourth siding (with all 4 capable of being used for handling) and an additional paved area for reachstacker operation and container storage. Two years later Phase 3 opened, adding a further area for container storage and a new brick-built gatehouse. Since 2005, further phases have been constructed, including the addition of a rubber-tyred gantry crane to further enhance storage capacity.

4.4.5 The latest SRFI to become operational at iPort Doncaster (Figure 3) is being developed in a series of phases, the first phase providing an initial set of 775m reception sidings and a half-length intermodal terminal, with trains being split into two half-length portions for handling alongside the terminal apron area by reachstackers.

4.4.6 A similar approach would be adopted for Rail Central. As rail traffic grows, the design of the masterplan allows for additional trains to be processed through enhanced infrastructure and/or handling equipment. The proposed main phases of the rail freight interchange facilities are shown in drawings Regulation 5(2)(o) 2.21 and 2.22 and described as follows (refer to Figure 20 above):

- **Phase 1** (*electrified with 25Kv AC overhead catenary):
  - Main line connections A and B into the WCML Slow Lines;*
  - Down Reception Sidings No.1 and No.2 (775m length);*
  - Intermodal Sidings No.3, No.4 and No.5 (775m length);
  - Through Sidings No.9 and No.10 (775m length section);*
  - Warehouse Link Siding No.14;
  - Train Maintenance Depot Sidings No.15 and No.16;*
  - Warehouse Unit Sidings No.17, No.18 and No.19;
  - Intermodal Terminal apron (31,000m^2), Gatehouse and Railway Control Centre.
- **Phase 2** (*electrified with 25Kv AC overhead catenary):
  - Main line connections C and D into the WCML Fast Lines;*
  - Through Sidings No.9 and No.10 (completed to full extent);*
  - Up Reception Sidings No.11 and No.12;*
  - Express Freight Terminal Siding No.13;*
  - Intermodal Sidings No.6, No.7 and No.8;*
  - Gantry Crane Rails No.20 and No.21 and rail-mounted, electric-powered Gantry Cranes;
  - Intermodal Terminal pre-gatehouse HGV parking area and apron extension (30,000m^2);
  - Express Freight Terminal.

Figure 22 Hams Hall in 1999, 2003 and 2018 (source Google Earth)



5 Rail Central: rail freight traffic movements

5.1 Overview

5.1.1 The rail freight interchange facilities at Rail Central would be operated as an 'inland port' facility, the primary purpose being the fast and efficient processing of containers, swap bodies and other intermodal units between trains, road vehicles and intermediate storage areas.

5.1.2 Based on the current patterns of activity at existing SRFI, it is anticipated that rail traffic will reflect a blend of the following sectors:

- Deepsea and European intermodal services, the site being well-placed on the main NW to SE national freight corridor within Great Britain with links to ports, mainland Europe and the Far East;
- Domestic intermodal services;
- Domestic and European conventional wagon services;
- Domestic and European express freight services.

5.1.3 The ability of the site to attract a mix of these services reflects the distance from the major ports and other destinations, as shown in Table 4 below, which compare with the distances over which such services already operate from other SRFI[47].

5.1.4 The development of the masterplan options for Rail Central has therefore aimed to provide rail freight interchange infrastructure of a scale commensurate with the size of the development and other similarly-sized SRFI. The layout seeks to provide as much flexibility as possible for the various types of services, to maximise the rail freight opportunities which can be achieved by the third-party operators, occupiers and other end users in the years following opening.

5.1.5 Network Rail's long-range forecasts of market potential for intermodal services in the 2013 Freight Market Study have been produced using the GB Freight Model (GBFM). The model has been used to determine the quantum of rail freight traffic to and from Rail Central on a similar the basis, indicating the site floorspace could create the equivalent of 13 intermodal trainloads per day. In practice, this quantum of freight traffic would be distributed between intermodal services and other emerging service types such as express freight.

5.1.6 Beyond these working assumptions, the ultimate capacity of the site in terms of rail freight traffic generation will depend on a range of factors, including:

- The requirements of occupiers and other end users;
- The physical extent of the interchange and associated sidings and handling areas;
- The manner in which the interchange operator chooses to equip, staff and operate the facility;
- The capacity of road and rail networks / operators to accommodate the respective traffic flows;
- The capacity of connecting SRFI and RFI at the other end of the rail transit;
- The length of trains and type of wagons employed.

[47] Need Report, Table 2

Table 4 Distances by rail from Rail Central to ports and (S)RFI[48]

Site	Type	Rail distance (km)
London Gateway	Port	138
3MG (Widnes)	SRFI	205
Southampton	Port	212
Port Salford (Manchester)	SRFI	215
Felixstowe	Port	225
iPort Doncaster	SRFI	225
Seaforth (Liverpool)	Port	228
Wakefield Europort	SRFI	235
Wentloog (Cardiff)	RFI	255
Teesport	Port	346
Mossend	SRFI	535
Coatbridge	RFI	542
Grangemouth	Port / RFI	568
Duisburg (Germany)	(S)RFI	660
Milan (Italy)	(S)RFI	1,410
Warsaw (Poland)	(S)RFI	1,750
Yiwu (China)	(S)RFI	12,100

[48] Source Railmiles website / Google Maps, calculating shortest distance between origin and destination

6 Co-location with DIRFT & Northampton Gateway

6.1.1 It is apparent that the Rail Central proposals would be situated some 20 miles south of the established SRFI at DIRFT I and II (now being expanded into a third phase), with an additional SRFI scheme (Northampton Gateway) proposed on the opposite side of the WCML Slow Lines to Rail Central. The three SRFI schemes would draw on the same main line capability of the Slow Lines, Rail Central being distinguished by having direct access into the Fast Lines.

6.1.2 The close or co-location of SRFI is not unique to this area, and elsewhere SRFI and RFI already operate alongside each other, and in some cases collaborate operationally despite being run by separate otherwise competing commercial undertakings. Examples of these include:

- Hams Hall SRFI and Birch Coppice SRFI are located less than 10km apart, but both have attracted occupiers and helped generate new rail freight services. The terminals are run by separate companies (ABP and Maritime respectively) who compete for business, but collaborate operationally, with some trains from Birch Coppice using the rail facilities at Hams Hall to stable and undertake “run round” manoeuvres, avoiding the need for these trains to take otherwise longer circular routes through Birmingham. The two sites use the same main line routes and capacity;

- Hams Hall SRFI is located less than 12km from the established inner-city RFI at Birmingham Lawley Street. The terminals are run by separate companies (ABP and Freightliner respectively) who compete for business, but the RFI has not seen its traffic levels impacted by the development of the SRFI. Freightliner operates trains into both its own Lawley Street RFI and into the Hams Hall SRFI. The two sites use the same main line routes and capacity;

- The SRFI at Hams Hall and DIRFT are now linked by a daily rail freight service which connects the two facilities, despite these being only 50km apart by rail;

- At Manchester’s Trafford Park, two RFI are operated alongside each other by DB Cargo and Freightliner respectively, with the SRFI at Port Salford now being constructed within 5km of both. All three sites will share the same double-track route through Manchester Piccadilly and Merseyside;

- In Liverpool, the 3MG SRFI operates alongside the Freightliner RFI at Garston, 10 km to the west. All but one of the freight trains passing through 3MG are operated by Freightliner. The two sites use the same section of the West Coast Main Line;

- In Glasgow, the Mossend Eurocentral SRFI was developed directly opposite an existing RFI (the sites operated by DB Cargo and PD Stirling respectively), and within 5km of an established RFI at Coatbridge (operated by Freightliner). Planning consent has been granted to construct an entirely new SRFI (Mossend International Rail Freight Park) directly opposite the existing SRFI, with all these SRFI and RFI facilities sharing access to the same section of main line;

- In Doncaster, the recently opened rail facilities on the iPort SRFI (operated by Modus) now operate within 4km of the existing RFI operated by Freightliner.

6.1.3 In addition, DIRFT itself operates as a cluster of separate rail freight facilities with different operators competing for business (WH Malcolm at DIRFT I, Eddie Stobart and Russell Group at DIRFT II and further new interchange facilities proposed on DIRFT III. The various plots in and around DIRFT are owned by a variety of interests beyond ProLogis, so not all of the floorspace is in single ownership. The intermodal terminal at DIRFT I (and that proposed at DIRFT III) is operated as an "open access" facility, which would allow any company located on site or off site to have access to the interchange facilities.

6.1.4 The NPSNN confirms the compelling need to create an expanded network of SRFI facilities, but does not set out requirements for the proximity or dispersal of these SRFI. The NPSNN notes that, in some cases, the development of SRFI may result in traffic moving from existing RFI as a consequence (para 2.58). The overall objective is to significantly expand the level of rail-served distribution floorspace as a share of total distribution floorspace.

6.1.5 Given that rail-served floorspace in the Midlands is relatively small compared to other non rail-served floorspace, more SRFI capacity will be required - whether dispersed or co-located - on major urban centres, or groups of centres, linked to key supply chain routes, to match the changing demands of the market. In this regard, the research and forecasting which underpinned Network Rail's Freight Market Study 2013 (as referenced in the NPSNN and considered to be robust) made provision for some 2.5 million sq m of rail-served floorspace being provided in the area between Northamptonshire and Milton Keynes by 2043.[49] The three SRFI schemes combined would provide this level of floorspace.

6.1.6 The SRFI proposals at Rail Central and Northampton Gateway would, as at DIRFT, operate as open-access facilities, therefore the common-user interchange facilities on either site would be open to all users on a non-discriminatory basis, regardless of location (ie this could include occupiers at sites such as Swan Valley or Brackmills). In combination therefore, Rail Central and Northampton Gateway would provide a cumulative footprint below that of DIRFT, but would like DIRFT provide access to multiple rail freight interchange facilities, increasing access to the rail network and expanding the supply of rail-served floorspace.

6.1.7 In addition to the three sites sharing access to the WCML Slow Lines between Rugby and Milton Keynes via Northampton, Rail Central would uniquely offer a separate direct access into the WCML Fast Lines, with a parallel loop into a dedicated express freight facility. This would not only allow express freight services to operate on a separate parallel set of main line tracks, but would also provide the means to maintain access to the rail network for local occupiers and users when the Slow Lines are closed for maintenance. As noted earlier in section 3.3, the level of latent capacity in the main line across the Slow Lines would be in excess of that required for Rail Central to achieve the start-up phase of 4 trains in and out per day.

6.1.8 In addition, the additional direct access into the Fast Lines would then unlock a further segment of capacity for Class 1 express services during the daytime intra-peak period, together with further freight services at night. In turn, Network Rail note in the Statement of Common Ground that the opening of HS2 is likely to see capacity released on the Fast Lines as a consequence, creating another step-change in available capacity for daytime Class 1 and other overnight freight services. Rail Central could therefore draw on its greater level of direct main line access, to avoid sole dependency on the Slow Lines for paths. This in turn would increase the quantum of paths available for third-party services, including any new traffic from DIRFT, Northampton Gateway or other SRFI / RFI further afield.

[49] Rail Freight forecasts to 2023/4, 2033/4 and 2043/4, MDS-Transmodal, April 2013, page 24

6.1.9 In terms of operational compatibility, the combined results of the work undertaken with Network Rail on main line access and network capability for Rail Central have not identified any constraints which would otherwise prevent all three sites from being able to operate as SRFI in line with the Planning Act 2008 and the NPSNN.

7 Conclusions

7.1.1 This report demonstrates the following key conclusions with respect to the Rail Central proposals:

- SRFI have a particularly important role in fostering mode shift of freight from road to rail in the target growth sector of intermodal services. Beyond the relatively small number of operational SRFI in comparison to road-served distribution parks, business and government wish to see an expanded number of SRFI facilities in order to achieve an inter-connected network of facilities and services;
- The Rail Central site is situated on the most important strategic corridor for freight transport within Great Britain, between the M1 motorway and the West Coast Main Line (WCML);
- The WCML is the principal route for intermodal and express freight traffic in Great Britain, forms a core part of the Strategic Freight Network (SFN), able to handle the longest freight trains using diesel or electric traction, carrying containers up to the maximum 9'6" height for deepsea traffic;
- Main line access into the WCML would be via 4 separate main line connection points, providing rail access tailored for the respective operational requirements of express and intermodal / conventional services;
- Internal connection of these 4 main line connection points provides maximum flexibility and contingency for routing freight trains to and from site, allowing the SRFI to remain open for rail traffic when either the WCML Fast or Slow Lines are closed for overnight engineering works;
- Trains can arrive and depart in the same or opposite direction of travel without extensive shunting of trains between reception and handling sidings, facilitating fast turnaround of trains as required;
- The SRFI is designed to cater for current and future opportunities for rail freight, combining the first-generation interchange facilities for intermodal and conventional traffic, with next-generation facilities for express freight services. Making specific provision for express freight would dramatically reduce transit times from site to London and the regions, which in turn would significantly expand the same-day reach of any national distribution centres on site. The express freight terminal would gain access direct to and from the WCML Fast Lines (with secondary access to the Slow Lines), enabling trains such as those used by the Royal Mail to achieve the fastest possible access to and from the main line. Rail Central is the only SRFI properly configured to support this new modal shift opportunity;
- The unique provision (for SRFI) of a maintenance facility on site as an integral part of the rail facilities allows trains to be serviced, maintained and crewed from site, reducing the need for trains to be moved to off-site facilities, maximising the efficient use of available main line capacity;
- Network Rail has informed the design of the rail infrastructure and main line connections, the technical assessment to GRIP2 validating the technical and operational feasibility of the main line connections, the local signalling and power supply systems having the capacity to cater for the development;
- Timetable analysis undertaken with Network Rail on the existing timetable (prior to the additional network capability provided by HS2) would enable Rail Central to function as a SRFI as defined by the NPSNN, within the context of a long-range national forecasting and enhancement strategy (pre- and post-HS2) to cater for future growth emerging from developments such as Rail Central.

7.1.2 In response to the criteria set by the NPSNN for proposed SRFI to qualify as NSIPs, the design and implementation of the rail layout will ensure that, from the outset of the initial stage of development, the site will have an operational rail network connection and areas for intermodal handling and container storage, be able to handle at least 4 trains per day, each up to 775m in length, to and from the main line in either direction, on a route which is already cleared to W10 loading gauge on both slow lines (via Northampton) and fast lines (via Weedon).

7.1.3 Rail Central has sought guidance from the infrastructure manager, in this case from Network Rail as operator of the national rail network. Drawing on the substantial level of engagement and technical input provided by Network Rail and its consultancy team, the site is capable of being developed as a SRFI, addressing the above requirements of the NPS in accommodating the long-term growth in rail freight.

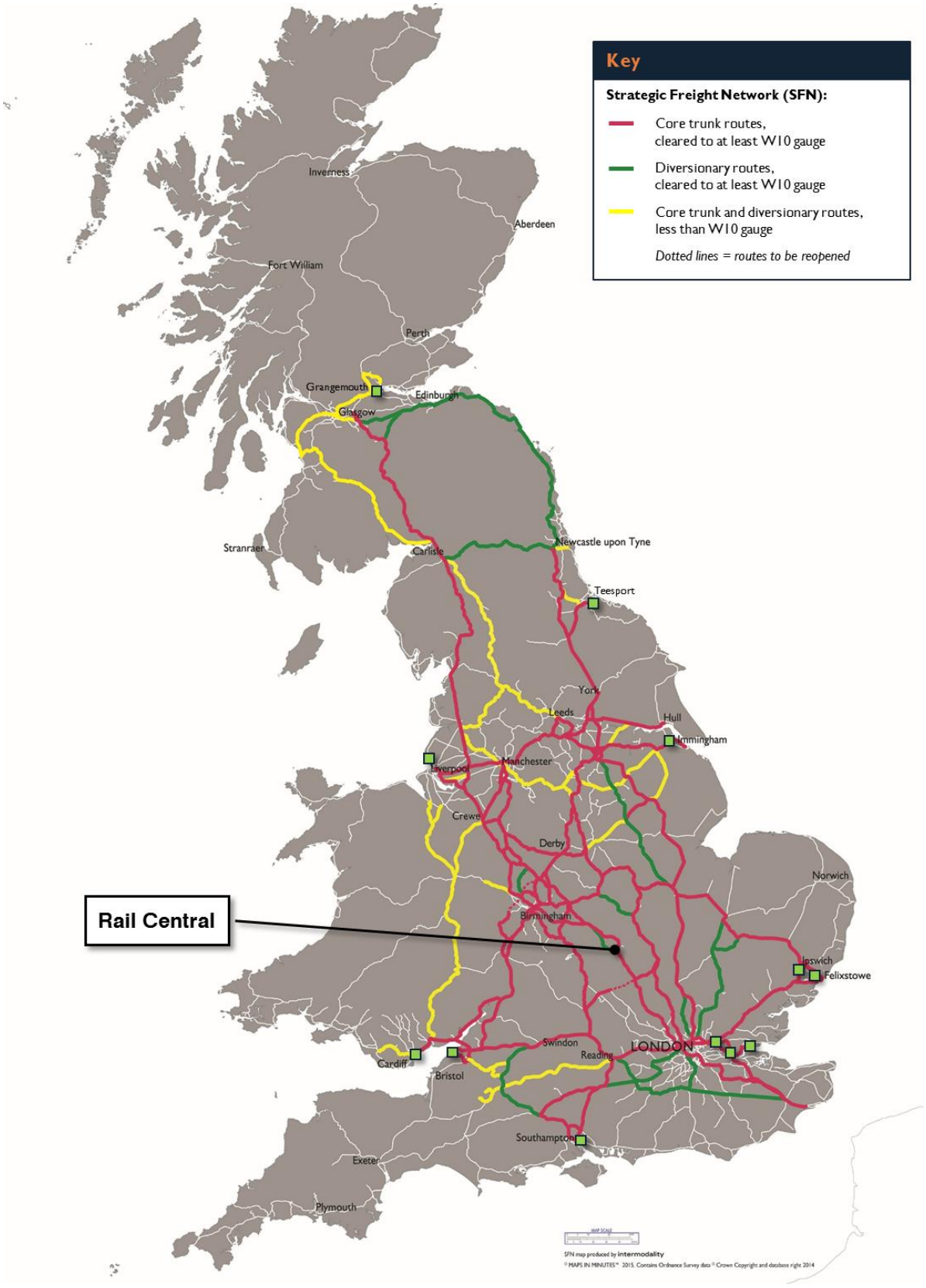
7.1.4 It is not uncommon for new SRFI proposals on the major main line routes radiating from London to attract concerns about the ability of these busy rail arteries to accept new traffic, and in turn the ability of such sites to function as SRFI (ie at least 4 goods trains per day as defined by the NPSNN).[50,51] In this regard, it is worth noting that every SRFI developed to date has started from a relatively low level of traffic, growing incrementally over several years in line with customer requirements and network capability, drawing on off-peak and overnight capacity. Drawing on this evidence, the opening of Rail Central would not therefore cause a sudden increase in rail freight traffic levels, such that this would then lead to congestion and disruption on the key WCML corridor.

7.1.5 The scheduling of trains on the national network will continue to be determined by the system operator in consultation with train operators, the ORR and DfT, to make best use of network capacity and maximise performance. The aim of this process is to enable freight to be carried efficiently on the network, without compromising its passenger carrying capability. The rolling 18-month timetabling process enables negotiations to be conducted between those who would wish to run services, both passenger and freight, and the regulatory authorities, until the timetable becomes firm. There is no guarantee that the currently available paths will be available in the future because a) they are open to all licensed freight operators, and b) the timetable is not fixed but is a continually evolving structure. All paths required for Rail Central, as for all other SRFI and RFI, would need to be bid for, drawing on the industry's commitment to adopt best working practices to regulate freight train access onto busy main lines. Through this process, paths would be sought by train operators to and from Rail Central during the interpeak hours and overnight on an incremental basis, over several years, in line with customer demand and network capability, the latter expanding over time with the construction of HS2.

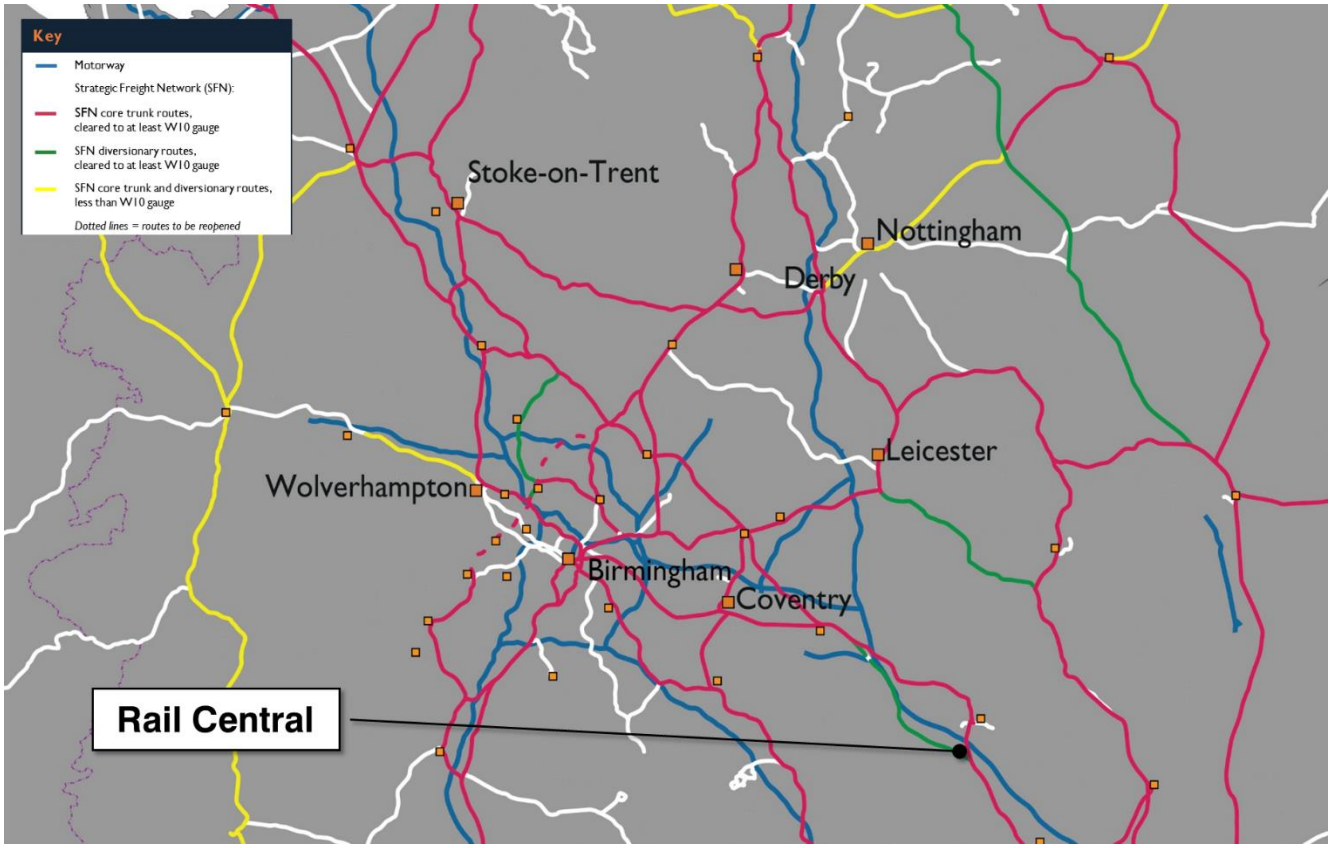
[50] Applications by ProLogis Developments Ltd, Howbury Park Railfreight Interchange: Report to the Secretary of State for Communities and Local Government by Andrew M Phillipson BSc CEng FICE MIHT, The Planning Inspectorate 24 September 2007, para 15.109 – 15.112
[51] Land in and around former aerodrome, North Orbital Road, Upper Colne Valley, St Albans: Report to the Secretary of State for Communities and Local Government by A Mead BSc (Hons) MRTPI MIQ, The Planning Inspectorate 19 March 2010, para 13.76 – 13.80

Appendices

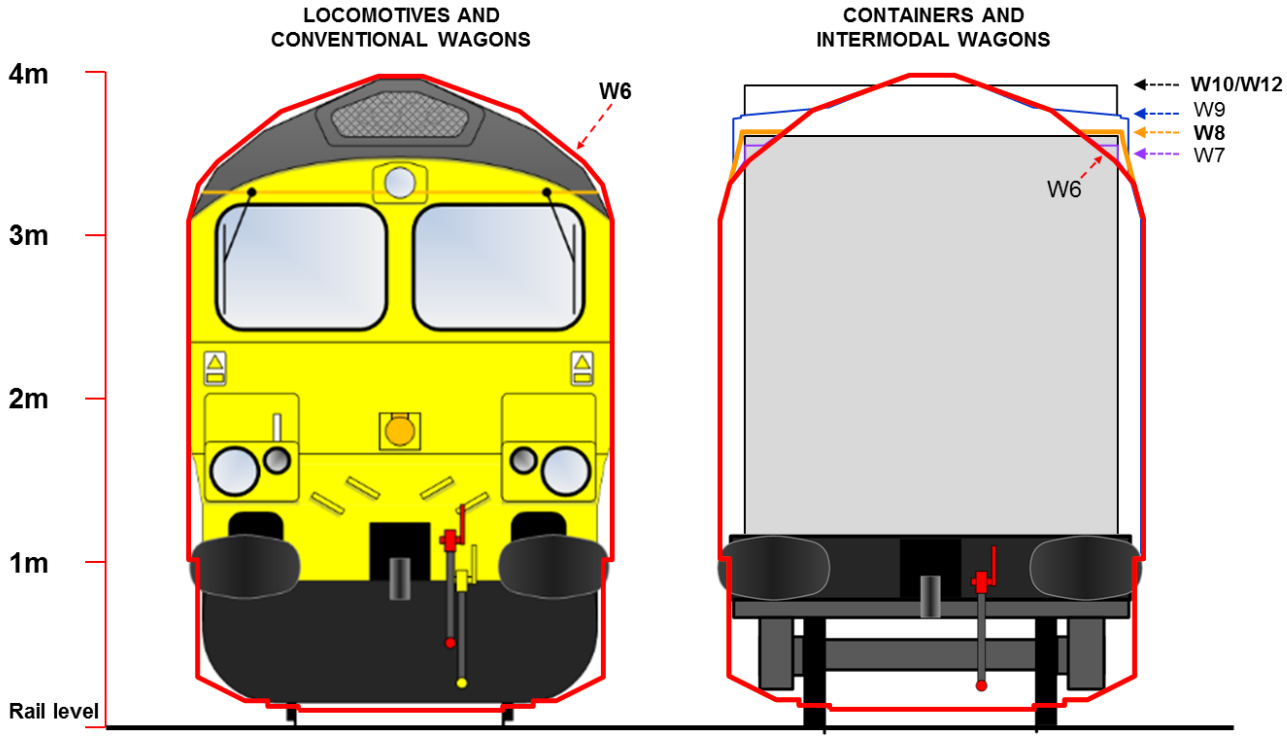
A. Strategic Freight Network showing Rail Central location



B. Regional rail network showing Rail Central location



C. Diagram of loading gauge profiles



Rail Central
Northamptonshire

The Rail Central Rail Freight Interchange

Northampton Gateway Examination

Written Representation of Ashfield Land Management Limited and Gazeley GLP Northampton s.a.r.l.

Appendix 9 - Rail Central Environmental Statement Chapter 22. Cumulative Effects Summary

Northampton Gateway PINS Reference Number
TR050006

6 November 2018

22. Cumulative Effects Summary

Purpose of the Assessment

22.1 The methodology for the assessment of inter and intra project cumulative effects in this ES are described in detail at **Chapter 7: EIA Assessment Methodology**. The purpose of this Chapter (**Chapter 22**) is to provide a high level overview and summary of the findings of the cumulative assessment for the Proposed Development and in particular to ensure that conclusions are drawn on the interaction of effects as a whole.

22.2 **Chapters 8-21** have identified the potential environmental effects arising from the Proposed Development on a topic by topic basis, with consideration of different effects from different topics on the same receptor and in-combination with other relevant projects at the receptor level. The level of assessment is specific to each of the Chapters. This is because the cumulative effects were based on residual effects remaining after the implementation of adaptive mitigation for each topic area (for intra-project effects) or each cumulative project (for inter-project effects). Where residual effects on identified shared receptors were not significant, the level of assessment was reduced compared to where significant, or "close to significant" effects were present. For the purpose of the methodology used herein, "minor" residual levels of effect were considered, on the assumption that several minor effects at a shared receptor could potentially result in an overall significant cumulative effect.

22.3 A summary of both intra and inter-related cumulative effects within each topic chapter is set out below, alongside an assessment of whether overall significant cumulative effects could arise. This is termed the Cumulative Impact Assessment (CIA).

22.4 Schedule 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 require *"A description of the likely significant effects of the development on the environment resulting from, inter alia:*

> *(e) the cumulation of effects with other existing and/or approved projects, taking into account any existing environmental problems relating to areas of particular environmental importance likely to be affected or the use of natural resources."*

22.5 The NPPG web-based resource also refers to the need for cumulative effects to be assessed as part of an ES.

Intra-Project Effects

22.6 The assessment of intra-project effects considers only those effects produced by the Proposed Development, and not those from other projects (which are considered via the inter-project process). The assessment of intra-relationships considers the likely significant effects of a proposed development on the same receptor. These occur (for example) when a number of separate effects, such as traffic noise and driver delay affect a single receptor, such as local residents.

22.7 In order for there to be an intra-project effect, there would need to be an adverse or beneficial residual effect identified on a receptor from across one of more topics, i.e. a minor effect or above. This assumes the implementation of all embedded and adaptive mitigation.

Lower levels of effect could not reasonably be expected to contribute to a significant cumulative effect. The threshold has been set at "minor" to address the potential for a number of insignificant effects to a receptor becoming significant when they are combined for a single receptor.

22.8 Whilst **Chapters 8-21** may include commentary on intra-project effects on a wider range of topics, only those that meet this criterion are evaluated and concluded upon within this Chapter. **Table 22.1** provides a summary in tabular form so the common receptors and multiple effects at the common receptors can be clearly understood.

Table 22.1: Matrix of Intra-Project Residual Effect interactions

Technical Topic	Common Sensitive Receptors				
	People (including human health)	Land and Soil	Heritage Assets	Biodiversity	Landscape Character
Air Quality	No residual effects of Minor or above identified.				
Agricultural Land	Loss of agricultural land. Loss or damage to soil resources.	Loss of agricultural land. Loss or damage to soil resources.	N/A	N/A	N/A
Archaeology	N/A	N/A	Loss of archaeological resource.	N/A	N/A
Built Heritage	N/A	N/A	Change in setting of assets.	N/A	Change in views.
Ground Conditions	No residual effects of Minor or above identified.				
Hydrology, Drainage and Flood Risk	No residual effects of Minor or above identified.				
Biodiversity	N/A	N/A	Loss of a hedges and hedgerow network.	Impacts on commuting and foraging bats. Loss of hedges and hedgerow network. Loss of mature and veteran trees.	Loss of hedges and hedgerow network. Loss of mature and veteran trees.
Landscape and Visual	Change in views.	N/A	Change in views. Change in landscape character.	N/A	Change in landscape character.

Technical Topic		Common Sensitive Receptors			
	People (including human health)	Land and Soil	Heritage Assets	Technical Topic	People (including human health)
Noise and Vibration	Increase in noise (various sources – road traffic and operational sources).	N/A	N/A	N/A	N/A
Highways and Transport	Change in likelihood of accidents and safety; hazardous loads; Severance; driver and pedestrian delay; and Pedestrian amenity.	N/A	N/A	N/A	N/A
Socio-Economics	Increase in jobs, economics productivity and business rate revenue. Reduction in unemployment.	N/A	N/A	N/A	N/A
Lighting	No residual effects of Minor or above identified.				
Waste	No common receptor (local and regional waste management facilities and the overall local and regional waste management infrastructure).				
Climate Change Mitigation	All relevant GHG emissions associated with other ES topics have been considered within **Chapter 21: Climate Change Mitigation and Adaptation** and no additional intra-project effects are considered likely.				

Climate Change Adaption	Change in temperatures and rainfall.	Changes in temperatures and rainfall.	N/A	Changes in temperatures and rainfall.	N/A

People (including Human Health)

22.9 Residual effects during the construction phase of moderate adverse have been identified in **Chapter 9** (Agricultural Land) in respect of the loss of agricultural land, and minor adverse for loss of or damage to soil resources.

22.10 Residual effects during the construction and operational phase of major to minor adverse have been identified in **Chapter 15** (Landscape and Visual) in respect of the visual effects (change in views) caused by the Main SRFI Site as experienced by both residential receptors and users of the Public Right of Way (PROW) and/or local road network.

22.11 Residual effects during the construction and operational phase of minor adverse to negligible have been identified in **Chapter 16** (Noise and Vibration). These are associated with various sources of noise including: construction noise; road traffic and operational sources of noise. Residual effects during the construction phase of minor adverse to negligible have been identified in respect of vibration.

22.12 Residual effects during the operation phase of minor adverse to minor beneficial have been identified in **Chapter 17** (Highways and Transport). These relate to changes in likelihood of accidents and safety; hazardous loads; severance; driver and pedestrian delay; and pedestrian amenity.

22.13 Residual effects during the construction phase of minor to moderate beneficial have been identified in **Chapter 18** (Socio-Economics). During operation this is minor to major beneficial. This is in terms of an increase in jobs and economic productivity and during operation, an increase in business rate revenue. There is also a reduction in unemployment.

22.14 Residual effects of minor adverse to minor beneficial have been identified in **Chapter 21** (Climate Change Mitigation), albeit the residual adverse effects are likely to be managed through future design requirements and will therefore not significantly contribute to an intra-project effect to people.

22.15 The loss of agricultural land and the effect to people is associated with the potential loss of future food production. This type of effect is likely to interact with the beneficial effects associated with the increase in jobs and economic productivity. The key interaction for people is the combination of adverse effects of changing views and noise and the interaction of both adverse and beneficial effects associated with the change in the likelihood of accidents and safety; hazardous loads; severance; driver and pedestrian delay; and pedestrian amenity. It is considered that some of the beneficial effects will contribute to partially off-setting adverse effects when considered in-combination. However, **the level of effect is considered to be no greater than that identified in the individual Chapters**.

Land and Soil

22.16 Residual effects during the construction phase of moderate adverse have been identified in **Chapter 9** (Agricultural Land) in respect of the loss of agricultural land, and minor adverse in respect of loss of or damage to soil resources.

22.17 Residual effects of minor adverse to minor beneficial have been identified in **Chapter 21** (Climate Change Mitigation), albeit the residual adverse effects are likely to be managed

through future design requirements and will therefore not significant contribute to an intra-project effect to people.

22.18 Whilst there is a common receptor and effect interaction, **the level of effect is considered to be no greater than that identified in the individual Chapters**.

Heritage Assets

22.19 A residual effect during the construction phase of minor adverse has been identified in **Chapter 10** (Archaeology) in respect of the loss of archaeological resource at the Main SRFI Site, J15a Site and A43/A5 Tove Roundabout (J14).

22.20 A residual effect during the construction and operational phases of moderate adverse has been identified in **Chapter 11** (Built Heritage) in respect of change in setting of heritage assets.

22.21 Residual effects during the construction and operational phase of major to minor adverse have been identified in **Chapter 15** (Landscape and Visual) in respect of the visual effects (change in views) caused by the Main SRFI Site as experienced by both residential receptors and users of the Public Right of Way (PROW) and/or local road network.

22.22 A residual effect of minor adverse has been identified in **Chapter 14** (Biodiversity) in respect of the loss of hedges and the loss of a hedgerow network.

22.23 None of the identified below-ground archaeological remains within **Chapter 10** (Archaeology) have been identified as having any form of historic, functional or visual connection with the above-ground built heritage assets assessed as part of **Chapter 11** (Built Heritage) and therefore an intra-project effect is unlikely.

22.24 **Chapter 10** (Archaeology), examines the potential effects to Important Hedgerows and assesses their cultural and heritage value. This indicated that the Important Hedgerows were relicts of hedges marking Parliamentary Enclosure boundaries; dating from the early 19th century and were assessed as having negligible archaeological significance. The “borderline” Important Hedges define the Rural District Boundary and have potentially been in place since the medieval period, and are of local importance and low archaeological significance. The loss of these features in the context of views has been assessed as part of **Chapter 15** (Landscape and Visual).

22.25 The key interaction for heritage assets is in terms of intra-project effects in relation to views and setting. Both **Chapter 11** (Built Heritage) and **Chapter 15** (Landscape and Visual) consider this intra-project effect in detail and it can be concluded that **the level of effect is no greater than that identified in the individual Chapters**.

Biodiversity

22.26 Whilst there are common receptors considered within **Chapter 14** (Biodiversity), there were no wider common receptors. Effects as a result of noise, lighting, dust and climate change on the biodiversity receptors are addressed in **Chapter 14** (Biodiversity). Similarly, loss of agricultural land in terms of habitat for species such as farmland birds is also considered. Chapter 8 (Air Quality) assesses the impacts of traffic-related air quality changes to ecological

receptors as not significant. Therefore, the level of effect is **considered to be no greater than that identified in Chapter 14**.

Landscape Character

22.27 A residual effect during the construction and operational phases of moderate adverse has been identified in **Chapter 11** (Built Heritage) in respect of change in setting of heritage assets.

22.28 Residual effects during the construction and operational phase of major to minor adverse have been identified in **Chapter 15** (Landscape and Visual) in respect of the visual effects (change in views) caused by the Main SRFI Site as experienced by both residential receptors and users of the Public Right of Way (PROW) and/or local road network.

22.29 A residual effect of minor adverse has been identified in **Chapter 14** (Biodiversity) in respect of the loss of hedges and hedgerow network and loss of mature and veteran trees.

22.30 The key interaction for landscape character in terms of intra-project effects is in relation to views and setting. Both **Chapter 11** (Built Heritage) and **Chapter 15** (Landscape and Visual) consider this intra-project effect in detail. Equally the loss of hedges, hedgerow network and loss of mature and veteran trees is a key interaction and has this intra-project effect has been assessed in detail in both **Chapter 14** (Biodiversity) and **Chapter 15** (Landscape and Visual).

22.31 It can be concluded that **the level of effect is no greater than that identified in the individual Chapters**.

Inter-Project Effects

22.32 Inter-project effects arise as a result of the Proposed Development interacting with other developments/projects in the vicinity. An example of an inter-project cumulative effect is construction activities of the Proposed Development and other developments/projects being seen from a single viewpoint location. This would be an example of a Visual inter-project cumulative impact (i.e. a shared receptor (a viewpoint in this case) would be affected by more than one cumulative project.

22.33 The approach and methodology for the selection of other developments/projects for the Inter-Project CIA is outlined in **Chapter 7 (EIA Assessment Methodology)**. The list of projects for consideration is within **Appendix 7.1**, and the locations shown on **Figure 7.1**: Cumulative projects.

22.34 Projects were considered within the Inter-Project CIA only where it is considered that sufficient detail is available with which to undertake a meaningful assessment. In the case of Northampton Gateway, which is being promoted by Roxhill, this has been included in the CIA for Rail Central. The Northampton Gateway application for development consent was accepted for examination on 15 June 2018 and the pre- application stage for both projects ran to similar timescales. At the time of conducting some of the impact assessments, the submitted application data for Northampton Gateway was not available. The assessment was therefore conducted on the basis of the data publicly available at that time, as presented in the Preliminary Environmental Information Report (PEIR) for the Stage 2 consultation for Northampton Gateway. A similar approach was taken by Northampton Gateway, whose

submitted CIA is based on the Rail Central PEIR data. However, the Applicant will continue to work with statutory consultees to ensure the CIA is as accurate as it can be. If appropriate in due course, the Applicant can consider any new data which is made available and can confirm the extent to which this alters (if at all) the conclusions of the CIA already undertaken. This approach complies with the relevant EIA Regulations and is consistent with that taken for other applications, where relevant environmental information has become available following preparation of the CIA.

22.35 The assessments provided at **Chapters 8-21** have assessed the likelihood on an inter- project cumulative effect based on there being a common receptor and a residual effect which is considered adverse or beneficial, i.e. a minor effect or above. This assumes the implementation of all embedded and adaptive mitigation. Lower levels of effect could not reasonably be expected to contribute to a significant cumulative effect. The threshold has been set at 'minor' to address the potential for a number of insignificant effects to a receptor becoming significant when they are combined for a single receptor.

22.36 Whilst **Chapters 8-21** may include commentary on inter-project effects on a wider range of topics, only those that meet this criterion are evaluated and concluded upon within this summary. **Table 22.2** provides a descriptive summary of the inter-project cumulative effects.

Table 22.2: Summary of Inter-Project Cumulative Effects by Technical Topic Chapter

	Chapter 8: Air Quality
	Schemes assessed: CI.2, CI.4, CI.6, CI.33, CI.53 and CI.58.
Construction	No residual effects of Minor or above were identified at shared receptors to the identified cumulative projects. **No significant inter-project cumulative effects.**
Operation	Within the assessment presented in the ES, the increase in NO_2, PM_{10} and $PM_{2.5}$ concentrations from traffic has been based on traffic data which includes a range of approved and other projects. These are listed in Appendix G of the Transport Assessment in **Appendix 17.1**. As outlined in **Chapter 8** (Air Quality), the residual effect of this was concluded as negligible. However, at this stage, the traffic data used did not include Northampton Gateway (as the information was not in the public domain at the time of running the relevant transport model) and supplementary assessment is yet to be completed. The "DS5" model used in the interim CIA for the transport assessment (summarised in **Chapter 17** (Highways and Transportation)) was not an appropriate comparison for the Air Quality assessment, as different assumptions were made re: build out of the Proposed Development and the extent of highway works completed in 2021 and 2031, compared to the "Rail Central Only" scenarios in the main Air Quality model. The DS7 and DS7a cumulative scenarios are being run, and these will form the basis for the Air Quality cumulative assessment. This work is ongoing and will be submitted for consideration following the DCO submission. However, in the interim, consideration of the CIA undertaken by Northampton Gateway has been completed, which considered both Rail Central and Northampton Gateway . This concluded that there were no significant effects, partly because the access points to the strategic highways network are different. At this stage, the conclusions are assumed to remain as above. No significant residual cumulative effects were therefore identified. **No significant inter-project cumulative effects.**
	Chapter 9: Agricultural Land
	Schemes assessed: CI.1, CI.2, CI.4, CI.5, CI.8, CI.9, CI.10 , CI.19, CI.49 and CI.67.

Construction	Of the 35 projects considered, ten have the potential to lead to the cumulative loss of best and most versatile land in the locality. The remaining 25 projects do not involve the loss of a substantive area of agricultural land or soil resource. The Proposed Development and schemes CI.2, CI.4, CI.6, CI.10 and CI.103 extend to over 800 hectares of land, and this relates to the loss of best and most versatile land and soil resources. The magnitude of effect remains high - however, overall the land and soil resource to be lost is not of high sensitivity. The residual effect on best and most versatile land identified as moderate adverse remains and this is considered a **significant inter-project cumulative effect** (though the Rail Central project alone also results in such an effect). As only a minor effect on soil resources would be caused by Rail Central alone, given the implementation of a Soil Resources Management Plan, this is not considered to result in a significant adverse cumulative effect on the receptor of soil resources. **Significant inter-project cumulative effect (adverse) on Best and Most Versatile Agricultural Land only**
Operation	No residual effects of a level of effect of Minor or above were identified at shared receptors to the identified cumulative projects. **No significant inter-project cumulative effects.**
	Chapter 10: Archaeology
	Schemes assessed: CI.2
Construction	Northampton Gateway (CI.2), shares a common receptor with the Proposed Development. This is a group of likely associated archaeological remains of broadly comparable date and character. In both cases, mitigation is proposed which includes excavation and recording of the identified archaeological remains and their preservation by record, where required. The residual effects identified as minor adverse remain, but this is not considered a significant inter-project cumulative effect given the mitigation proposed by both projects.. **No significant inter-project cumulative effects.**
Operation	No residual effects of a level of effect of Minor or above were identified at shared receptors to the identified cumulative projects.. **No significant inter-project cumulative effects.**
	Chapter 11: Built Heritage
	Schemes assessed: CI.1, CI.2, CI.4, CI.5, CI.6, CI.7, CI.8, CI.9, CI.10, CI.16, CI.17, CI.19, CI.33, CI.49 and CI.67

Construction	No significant inter-project cumulative effects were concluded for all of the schemes assessed with the exception of CI.2. Northampton Gateway (CI.2) shares a number of common receptors with the Proposed Development. These are Milton Malsor Conservation Area (MM36) and Mortimers (MM10). Construction works such as the movement of materials and construction machinery, including the use of tall construction equipment may occur from CI.2 and the Proposed Development at the same time, increasing the magnitude of change. However, the level of effect at the receptor is unlikely to change from that assessed as part of the Proposed Scheme. The residual effect identified as moderate adverse remains and this is considered a **significant inter-project cumulative effect**, albeit at only two receptors. This level of effect would be generated by Rail Central alone as well as cumulatively with Northampton Gateway. **Significant inter-project cumulative effect (adverse) on Milton Malsor Conservation Area and Mortimers only**
Operation	No significant inter-project cumulative effects were concluded for all of the schemes assessed. The residual effects from Rail Central identified as moderate adverse during operation (2031) remain, but this is not considered a significant inter-project cumulative effect, given the presence of landscaping at both projects during operation, which act to screen Northampton Gateway from both receptors to a certain extent (unlike at construction). **No significant inter-project cumulative effects.**
	Chapter 12: Ground Conditions and Contamination
	Schemes assessed: CI.2
Construction	No residual effects of a level of effect of Minor or above identified at shared receptors to the identified cumulative projects.
	No significant inter-project cumulative effects.
Operation	No residual effects of a level of effect of Minor or above were identified at shared receptors to the identified cumulative projects. **No significant inter-project cumulative effects.**
	Chapter 13: Hydrology, Drainage and Flood Risk
	Schemes assessed: None.
Construction	No residual adverse effects of a level of effect of Minor or above were identified at shared receptors to the identified cumulative projects. **No significant inter-project cumulative effects.**

Operation	No residual adverse effects of a level of effect of Minor or above were identified at shared receptors to the identified cumulative projects. The positive effects identified due to a decrease in flood risk and an improvement of the foul drainage as a result of Rail Central are not anticipated to be increased by other cumulative projects, so there would be no additional cumulative benefit. **No significant inter-project cumulative effects.**
	Chapter 14: Biodiversity
	Schemes assessed: CI.1, CI.2, CI.4, CI.5, CI.9**,** CI.10**,** CI.16, CI.19, CI.49, CI.85, and CI.98,
Construction Operation	Some of the Cumulative Schemes assessed (as outlined above) share a number of common receptors with the Proposed Development. These are: hedgerows (contributing to the wider network); foraging and commuting bats and farmland habitat (and farmland birds). It is considered that whilst the magnitude may increase, the level of effect identified remains as minor adverse. Therefore no significant residual cumulative effects have been identified. **No significant inter-project cumulative effects.**
	Chapter 15: Landscape and Visual
	Schemes assessed: CI.2 and CI.4
Construction	Northampton Gateway (CI.2) and CI.4 share a number of common receptors with the Proposed Scheme. These are: landscape character and visual receptors, particularly in-between Collingtree and Milton Malsor. The inter-project cumulative effect is associated with the change from operational agricultural land and the loss of landscape features such as hedgerows and trees during site clearance. There is also the inter-project cumulative effect of construction machinery, tall construction equipment and wider construction activities such as the movement of materials. The residual effects identified as up to major adverse remain and this is considered a **significant inter-project cumulative effect**.
	Significant Inter-project effects (adverse) at shared receptors between Milton Malsor and Collingtree

Operation	Northampton Gateway (CI.2) and CI.4 share a number of common receptors with the Proposed Scheme. These are: landscape character and Viewpoints 3 (representative of views to users of PRoW RD3, RD6, KZ14 and RD22 located to the East of Blisworth), 4, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19. Cl.2 and the Proposed Scheme both individually and cumulatively demonstrate only a very limited level of intervisibility within the local landscape context and with each being relatively contained and separated by proposed mitigation. The inter-project cumulative effect associated with the change in landscape character (associated with the operation of Northampton Gateway and the Proposed Development) has residual effects identified as up to moderate adverse. These are considered to remain, and this is considered a **significant inter-project cumulative effect**. The cumulative effect associated with the change in views at the Viewpoints outlined above has residual effects identified as up to moderate adverse at year 1, though this is decreased by Year 15 to minor or negligible. The presence of Northampton Gateway in these close-range views would create a cumulative effect which is considered a **significant inter-project cumulative effect** at Year 1 of operation. By year 15, due to the effectiveness of the landscape and visual mitigation, significant residual cumulative visual effects are limited to Blisworth Lodge (and this would reduce with the implementation of the S106 landscape fund if taken up). Therefore **No significant inter-project cumulative effects** are anticipated at Viewpoint 3 at Year 15 **Significant Inter-project effects (adverse) identified at the shared receptors of "Landscape Character" and at up to 13 identified viewpoints at Year 1. This reduces to a significant cumulative effect at 1 viewpoint (at most) by Year 15.**
	Chapter 16: Noise and Vibration
	Schemes assessed: CI.2, CI.4, CI.6, CI.33, CI.48 and CI.85-107.
Construction Operation	There is unlikely to be an inter-project cumulative effect with Cl.48 and/or CI.85-107 due to the distance from the Schemes assessed to the Proposed Development. CI.2, CI.4, CI.6, and CI.33 share a number of common receptors with the Proposed Development. These include NSR 4 (Barn Lane, Milton Malsor) and NSR 5 (West Lodge Farm). The residual effects identified as up to minor adverse remain but this is not considered a significant inter-project cumulative effect given controls to be put in place to control noise to acceptable levels at these NSRs. **No significant inter-project cumulative effects.**
	Chapter 17: Highways and Transportation

	Schemes assessed: A range of approved and other projects as defined by the traffic model, as listed in Appendix G of the Transport Assessment in Appendix 17.1.
Construction Operation	The traffic model has included a number of approved and other projects and therefore cumulative effects have been assessed quantitatively in **Chapter 17** (Highways and Transport).
	Of all of the junctions assessed (Main SRFI Site – A43; J15a of the M1; Four; Six; Seven; Fourteen; Fifteen; Nineteen; Twenty; Twenty Nine; and Thirty One), effects that are minor and beneficial have been concluded in relation to: severance; driver delay; pedestrian delay; pedestrian amenity; and accidents and safety. These can be considered as inter-project cumulative effects. The residual effects identified as up to minor beneficial remain, but this is not considered a significant inter-project cumulative effect. **No significant inter-project cumulative effects.**
	Chapter 18: Socio-economics
	Schemes assessed: CI .1, CI.2, CI.4, CI.5, CI.6, CI.7, CI.8, CI.9, CI.10, CI.16, CI.17, CI.74, CI.80, CI.97, CI.98, CI.101, CI.102, CI.103, CI.105
Construction Operation	Due to the type of receptor associated with socio-economics, i.e. local authority, economy and population, all of the Schemes assessed have common receptors with the Proposed Development. Whilst the magnitude of change may increase, the residual effect at the local authority level and to the economy (through job creation) of up to major beneficial is likely to remain and this is considered a **significant inter-project cumulative effect** and is beneficial in nature. The residual effects identified to the local population (in terms of labour force and job creation) of up to moderate beneficial remain and is considered a **significant inter-project cumulative effect** and is beneficial in nature. **Significant inter-project cumulative effects (beneficial).**
	Chapter 19: Lighting
	Schemes assessed: CI.2
Construction	No residual effects of a level of effect of Minor or above were identified at shared receptors to the identified cumulative projects. **No significant inter-project cumulative effects.**
Operation	No residual effects of a level of effect of Minor or above were identified at shared receptors to the identified cumulative projects. **No significant inter-project cumulative effects.**
	Chapter 20: Waste and Resource Efficiency

	Schemes assessed: All.
Construction	Due to the type of receptor associated with waste, i.e. local and regional waste management facilities and the overall local and regional waste management infrastructure, all of the Schemes assessed have common receptors with the Proposed Development. Whilst the magnitude of change may increase, the residual effects identified of minor adverse remain but this is not considered a significant inter-project cumulative effect. **No significant inter-project cumulative effects.**
Operation	Due to the type of receptor associated with waste, i.e. local and regional waste management facilities and the overall local and regional waste management infrastructure, all of the Schemes assessed have common receptors with the Proposed Development. Whilst the magnitude of change may increase, the residual effects identified of minor adverse remain but this is not considered a significant inter-project cumulative effect. **No significant inter-project cumulative effects.**
	Chapter 21: Climate Change Mitigation and Adaptation
	Schemes assessed: All.
Construction Operation	Due to the type of receptor associated with climate, i.e. the climatic system, all of the Schemes assessed have common receptors with the Proposed Development. <u>Climate Change Mitigation</u> The assessment of GHG emissions are based on circumstances specific to the Proposed Development and there is insufficient data to assess the inter-project cumulative effects. However, the residual effect identified as moderate beneficial (construction and operational in-combination) remains and would **contribute in a beneficial way to any inter-project cumulative effect**. Therefore, the promotion of both Northampton Gateway and Rail Central as SRFIs, for example would increase the modal shift of road to rail – hence increasing the Climate Change Mitigation benefit, cumulatively. **Significant inter-project cumulative effects (beneficial).** <u>Climate Change Adaptation</u> The residual effects to temperatures and rainfall identified as minor beneficial to minor adverse remain. It is assumed that measures to adapt to climate change will be controlled in a similar manner across the other Schemes assessed and this is not considered a significant inter-project cumulative effect. **No significant inter-project cumulative effects.**

Summary

22.37 In summary, a number of intra-project effects have been identified at a number of common, sensitive receptors. These are people (including their health), land and soil, heritage assets, biodiversity and landscape character. The intra-relationships have been evaluated through the use of a matrix and for many intra-project effects detailed assessment has been an integral part of the technical assessments within the ES. The level of effect at the common, sensitive receptors is no greater than that identified individually within **Chapters 8-21.**

22.38 Inter-project effects have been considered for up to 35 cumulative projects. These have been evaluated if there are relevant residual effects to common, sensitive receptors. For air quality (operation) ; ground conditions; hydrology, drainage and flood risk; and lighting there are no adverse residual effects at a level of Minor or above at the project level and no significant inter-project cumulative effects. For air quality (construction); archaeology; built heritage (during operation); biodiversity; noise; highways and transportation; and waste and resource efficiency, there are no significant inter-project cumulative effects, albeit residual effects of Minor or above remain at the project level.

22.39 Significant residual effects and significant inter-project cumulative effects have been identified for the following:

- Loss of best and most versatile agricultural land during construction (adverse);
- Change in setting of two heritage assets during construction (but not during operation) (adverse);
- Changes in views and landscape character during construction and operation (at some sensitive receptors) (adverse) although the operational cumulative effect at the Viewpoints by Year 15 would be decreased to non-significant as landscaping matures;
- An increase in job creation, economic productivity and business rate revenue and a reduction in unemployment (beneficial); and
- A beneficial contribution towards climate change mitigation.