OXFORDSHIRE
STRATEGIC RAIL FREIGHT INTERCHANGE

Draft DCO (clean)

Regulation 5(2)(b)
Document Reference: 3.1

On behalf of
Oxfordshire Railfreight Limited

Rev 2
October 2026

PINS REF:	TR050008
Document Reference	3.2
APFP Regulation	5(2)(b)
Author	Eversheds Sutherland (International) LLP
Date	13 October 2026
Revision	2

STATUTORY INSTRUMENTS

202[X] No. 0000

INFRASTRUCTURE PLANNING

THE OXFORDSHIRE STRATEGIC RAIL FREIGHT INTERCHANGE AND HIGHWAYS ORDER 202[X]

Made - - - - *202[X]*

Coming into force - - *202[X]*

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

The application was examined in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(**c**) by a Panel of 3 members (the Panel) appointed by the Secretary of State in accordance with Chapter 2 of Part 6 of the 2008 Act.

The Panel, having considered the representations made and not withdrawn and the application with the accompanying documents, in accordance with section 74 of the 2008 Act has reported to the Secretary of State.

(**a**) 2008 c. 29, Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20). Section 37 was amended by sections 128(2) and 137 of, and paragraphs 1 and 5 of Part 1 of Schedule 13 to, the Localism Act 2011 (c. 20).

(**b**) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/572, S.I 2020/1534 and S.I 2021/978. There are other amendments to the Regulations which are not relevant to this Order.

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

The Secretary of State having considered the representations made and not withdrawn and the report of the Panel, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**a**) and 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 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 Oxfordshire Strategic Rail Freight Interchange and Highways Order 202[X] and comes into force on [X] 202[X].

Interpretation

2.—(1) In this Order—

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

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

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

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

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

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

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

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

"the 2016 Regulations" means the Environmental Permitting (England and Wales) Regulations 2016(**j**);

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

"access and rights of way plans" means the plans of that description referred to in Schedule 16 (certification of plans and documents) and certified as the access and rights of way 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;

"ANPR" means cameras for automatic number plate recognition;

"apparatus" for the purposes of article 9 (street works) and article 38 (apparatus and rights of statutory undertakers in stopped up streets) has the same meaning as in Part 3 of the 1991 Act;

(**a**) S.I. 2017/572 amended by S.I. 2017/1012, S.I. 2018/695, S.I. 2018/1232, S.I. 2020/1534 and S.I. 2025/82.
(**b**) 1961 c.33.
(**c**) 1965 c.56.
(**d**) 1980 c.66.
(**e**) 1981 c.66.
(**f**) 1984 c.27.
(**g**) 1990 c.8.
(**h**) 1991 c.22.
(**i**) 2008 c. 29.
(**j**) S.I. 2016/1154.
(**k**) S.I. 2017/572, amended by S.I. 2017/1012, S.I 2018/695, S.I 2018/1232, S.I 2020/1534 and S.I 2025/82.

"authorised development" 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;

"book of reference" means the document of that description referred to in Schedule 16 and certified as the book of reference by the Secretary of State for the purposes of this Order;

"bridge overview plan" means the bridges and major structures overview plan referred to in Schedule 16 and certified as the bridge overview plan by the Secretary of State for the purposes of this Order;

"bridge plans" means the plans of that description referred to in Schedule 16 and certified as the bridge plans by the Secretary of State for the purposes of this Order;

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

"central hub demolition plan" means the central hub demolition plan referred to in Schedule 16 and certified as the central hub demolition plan by the Secretary of State for the purposes of this Order;

"chief officer of police" means the chief constable of Thames Valley Police Force or any successor in function;

"commence" means, unless the context indicates otherwise, to carry out any material operation, as defined in section 155 of the 2008 Act (when development begins), forming part, or carried out for the purposes, of the authorised development other than operations consisting of—

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

(b) environmental surveys and monitoring;

(c) archaeological investigation;

(d) removal of hedgerows, trees and shrubs listed in Schedule 13 (removal of trees and hedgerows);

(e) investigations for the purpose of assessing ground conditions;

(f) diversion or laying of services required for the purposes of construction;

(g) placement of construction plant and equipment;

(h) the display of construction site notices; and

(i) works for the protection and redevelopment of the threshing barn as shown on the listed building drawings,

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

"cycle track" has the same meaning as in section 329(1) of the 1980 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 Communications Act 2003; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide,

and for the purpose of this definition, "electronic communications code" has the same meaning as in section 106 of the Communications Act 2003(**b**);

(**a**) 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).

(**b**) 2003 c. 21. Section 106 was amended by section 4 of the Digital Economy Act 2017 (c. 30).

"environmental statement" means the document of that description referred to in Schedule 16 and certified as the environmental statement by the Secretary of State for the purposes of this Order;

"existing permit" means any environmental permit in respect of a waste operation whether granted under the 2016 Regulations (or any predecessor or substituted regulations) before or after the coming into force of this Order granted by the Environment Agency on or over the Order limits, excluding any environmental permit obtained by the undertaker;

"footpath" and "footway" have the same meaning as in the 1980 Act(**a**);

"HGV" means any vehicle with an operational weight capable of exceeding 7.5 tonnes;

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

"highway classification plans" means the plans of that description referred to in Schedule 16 and certified as the highway classification plans by the Secretary of State for the purposes of this Order;

"highway plans" means the plans of that description referred to in Schedule 16 and certified as the highway plans by the Secretary of State for the purposes of this Order;

"highway works" means the works comprised in Work Nos. 10, 11, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16, 16A, 17, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 27A, 27B, 28, 33, 36 and 39;

"land plans" means the plans of that description referred to in Schedule 16 and certified as the land plans by the Secretary of State for the purposes of this Order;

"lead local flood authority" means Oxfordshire County Council or any successor in function as lead local flood authority or equivalent body;

"listed building drawings" means the drawings of that description referred to in Schedule 16 and certified by the Secretary of State as the listed building drawings for the purposes of this Order;

"local highway authority" means Oxfordshire County Council or any successor in function as local highway authority or equivalent body;

"local planning authority" means Cherwell District Council or any successor in function as local planning authority or equivalent body;

"maintain" includes inspect, repair, adjust, alter, clear, refurbish or improve, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement and any derivative of "maintain" is to be construed accordingly;

"main site" means that part of the land within the Order limits comprising the areas of land shown on the works plans as Work Nos. 1 to 9 (inclusive), 29 and 30;

"main site demolition plan" means the main site demolition plan referred to in Schedule 16 and certified as the main site demolition plan by the Secretary of State for the purposes of this Order;

"National Highways" means National Highways Limited (company number 09346363), whose registered office is at Three Snowhill, Snow Hill Queensway, Birmingham B4 6GA, appointed as highway authority for the highways specified in article 2 of the Appointment of a Strategic Highways Company Order 2015(**b**) or any successor in function;

"Order land" means the land shown on the land plans which is within the limits of land to be acquired or used permanently or temporarily and described in the book of reference;

"Order limits" means the limits shown on the works plans represented by a red line within which the authorised development may be carried out;

(**a**) "Footpath" and "footway" are defined in section 329(1).
(**b**) S.I 2015/376

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

"parameters plan" means the plan of that description referred to in Schedule 16 and certified as the parameters plan by the Secretary of State for the purposes of this Order;

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

"railway plans" means the plans of that description referred to in Schedule 16 and certified as railway 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 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" means in any provision of this Order the traffic authority for any area of land to which that provision relates;

"requirements" means those matters set out in Part 1 of Schedule 2 (requirements) unless the context requires otherwise;

"speed limit plans" means the plans of that description referred to in Schedule 16 and certified as the speed limit plans by the Secretary of State for the purposes of this Order;

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

"strategic road network" means that part of the highway network classified as trunk roads and motorways maintained by National Highways;

"street" means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act(**b**), 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;

"threshing barn" means the grade II listed barn located on the main site;

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

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

"traffic regulation plans" means the plans of that description referred to in Schedule 16 and certified as the traffic regulation plans by the Secretary of State for the purposes of this Order;

"tree and hedgerow retention and removal plans" means the plans of that description referred to in Schedule 16 and certified as the tree and hedgerow retention and removal plans by the Secretary of State for the purposes of this Order;

"tree preservation order" has the meaning given in section 198 of the 1990 Act(**e**);

"tribunal" means the Upper Tribunal (Lands Chamber);

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

(a) section 10 or 19(1) of the 1980 Act(**f**);

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

(**b**) Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c.26).

(**c**) Section 121A was inserted by section 168(1) of, and paragraph 70 of Part II of Schedule 8 to, the New Roads and Street Works Act 1991 (c. 22), and amended by section 1(b) of, and paragraphs 70 and 95(1) and (3) of Part 2 of Schedule 1 to, the Infrastructure Act 2015 (c. 7), and S.I 2001/1400. There are other amendments to schedule 121A of the Act which are not relevant to this Order.

(**d**) 2004 c. 18.

(**e**) Section 198 was amended by sections 192(1), (2)(a), (b) and (c), and section 238 of, and paragraphs 7 and 8 of Schedule 8, and Schedule 13 to, the Planning Act 2008 (c. 29), and sections 31, 32, 84 of, and paragraph 20 of Schedule 6, paragraph 34 of Schedule 7 and Schedule 19, and Parts I and II of, the Planning and Compensation Act 1991 (c. 34) and section 42(3) of the Planning and Compulsory Purchase Act 2004 (c. 5).

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

(c) this Order; or

(d) any other enactment;

"the undertaker" means—

(a) Oxfordshire Railfreight Limited (a company registered in Jersey with company number 126515) whose registered office is at 2nd Floor Gaspe House 66-72 Esplanade St Helier Jersey JE1 1GH; and

(b) in respect of the main site and Work No. 31 only, any other person who has the benefit of this Order in accordance with section 156 (benefit of order granting development consent) of the 2008 Act for such time as that section applies to that person but does not include any such person until such time as the authorised development is commenced on land owned by that person;

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

"warehousing" means the warehousing the construction of which is authorised by this Order;

"waste management site" means Ardley landfill site at Ardley Fields Farm, Ardley, Oxfordshire OX27 7PH;

"water authority" means Thames Water Utilities Limited (company number 02366623) whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB and any successor in function;

"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

"works plans" means the plans of that description referred to in Schedule 16 and certified as the works plans by the Secretary of State for the purposes of this Order.

(2) References in this Order to rights over land and watercourses 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 where applicable 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 Part 1 of Schedule 2 (requirements).

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

(6) In this Order, the expression "includes" or "include" is to be construed without limitation.

(7) Where the term "approximate" precedes a figure of measurement or quantum then the flexibility accorded by that word is limited by the parameters and the limits of deviation as described in article 4 (parameters of authorised development) and does not authorise any works which would result in significant environmental effects which have not been assessed in the environmental statement or in any updated environmental information supplied under the 2017 EIA Regulations.

(8) Where in this Order a document or a plan is referred to by reference to a document number, the reference is to the document or plan of that number referred to in Schedule 16.

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

(**f**) Section 10 was amended by section 22(2) of the New Roads and Street Works Act 1991 (c. 22) by section 36 of, and paragraph 22 of Schedule 2 to, the Planning Act 2008 (c. 29), and by section 1 of, and paragraph 10 of Schedule 1 to, the Infrastructure Act 2015. Section 19(1) was amended by section 1(6) of, and paragraphs 1 and 15 of Part 1 of Schedule 1 to, the Infrastructure Act 2015 (c. 7).

(10) Unless otherwise stated references to Cherwell District Council refer to that body in its capacity as local planning authority and references to Oxfordshire County Council refer to that body in its capacity as local highway authority.

(11) In this Order, references to materially new or materially different environmental effects in comparison with those reported in the environmental statement must not be construed so as to include the avoidance, removal or reduction of an adverse environmental effect or positive environmental effect, or the increase of an assessed positive environmental effect, that was reported in the environmental statement as a result of the authorised development.

PART 2

PRINCIPAL POWERS

Development consent granted by the Order

3.—(1) Subject to the provisions of this Order, the undertaker is granted development consent for the authorised development to be carried out, maintained, used and operated.

(2) Any enactment applying to land within, adjoining or sharing a common boundary with the Order limits has effect subject to the provisions of this Order.

Parameters of authorised development

4.—(1) The authorised development is to be carried out within the parameters shown and described on the parameters plan.

(2) In carrying out the authorised development the undertaker may—

(a) deviate laterally from the lines or situations of the authorised development shown on the works plans to the extent of the limits of deviation shown on those plans;

(b) in respect of the highway works deviate vertically from the levels shown on the highway plans to a maximum of 1.5 metres upwards or downwards;

(c) in respect of the railway works comprised in Work Nos. 1, 2 and 5 deviate vertically from the levels shown on the railway plans to a maximum of 1.5 metres upwards or downwards; and

(d) in respect of the bridges, deviate vertically from the levels shown on the bridge plans to a maximum of 1.5 metres upwards or downwards.

(3) The landfill works on cells A and B, as identified on the landfill plan, must not exceed 128 metres above ordnance datum.

(4) The maximum limits described in paragraphs (2) and (3) do not apply to constrain the authorised development when it is demonstrated by the undertaker, on application, to—

(a) the local planning authority's satisfaction on matters related to the local planning authority's functions, and the local planning authority certifies accordingly, that a deviation in excess of these limits would not be likely to give rise to any materially new or materially different significant effects on the environment that have not been assessed in the environmental statement or in any updated environmental information supplied under the 2017 EIA Regulations; and

(b) the relevant highway authority's satisfaction on matters related to the relevant highway authority's respective functions and the relevant highway authority certifies accordingly, that a deviation in excess of these limits would not be likely to give rise to any materially new or materially different significant effects on the environment that have not been assessed in the environmental statement or in any updated environmental information supplied under the 2017 EIA Regulations.

(5) In this article, "landfill plan" means the landfill plan referred to in Schedule 16 and certified as the landfill plan by the Secretary of State for the purposes of this Order.

Authorisation of use

5. Subject to the provisions of this Order, the undertaker and any persons authorised by the undertaker may operate and use that part of the authorised development comprised in Work Nos. 1 to 9 inclusive for the purposes of a rail freight terminal and warehousing, any purposes for which such parts of the authorised development are designed and for any purpose ancillary to those purposes.

Maintenance of authorised development

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

(2) Paragraph (1) does not apply to the highway works the maintenance of which is governed by article 15 (maintenance of highway works) and Parts 2 and 3 of Schedule 14 (protective provisions).

(3) Paragraph (1) does not extend to any maintenance works which would be likely to give rise to any materially new or materially different significant effects on the environment that have not been assessed in the environmental statement or in any updated environmental information supplied under the 2017 EIA Regulations.

Benefit of Order

7.—(1) Subject to paragraphs (2), (3) and (4) the undertaker has the benefit of the Order.

(2) Oxfordshire Railfreight Limited has the sole benefit of the provisions of Part 5 (powers of acquisition) unless the Secretary of State consents to the transfer of the benefit of those provisions.

(3) Oxfordshire Railfreight Limited has the sole benefit of the powers conferred by this Order to carry out the highway works in accordance with the provisions of Parts 2 and 3 of Schedule 14 (protective provisions) unless—

(a) on application by Oxfordshire Railfreight Limited the Secretary of State consents to the transfer of the benefit of those provisions; or

(b) the provisions of paragraph 12 of Part 2 or paragraphs 4(9) and 4(10) of Part 3 of Schedule 14 apply in which case the relevant highway authority is to have the benefit of the powers to carry out the relevant highway works.

(4) Paragraph (1) does not apply to the works for which consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers, operators of the electronic communications code network and other persons affected by the authorised development.

Transfer of the benefit of certain provisions of the Order

8.—(1) The undertaker may with the consent of the Secretary of State transfer to another person ("the transferee")—

(a) the benefit of the provisions of Part 5 (powers of acquisition); and

(b) the benefit of the provisions of Parts 2 and 3 of Schedule 14 (protective provisions).

(2) Where a transfer has been made in accordance with paragraph (1) references in this Order to the undertaker except in paragraph (3), include references to the transferee.

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

(4) The undertaker must—

(a) consult the Secretary of State before making an application for consent under paragraph (1) of this article by giving notice in writing of the proposed application; and

(b) prior to any transfer under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer relates to the exercise of powers in

their area, the local planning authority and in respect of paragraph (1)(b), the relevant highway authority.

(5) A notice under paragraph (4)(b) must—

(a) state—

(i) the name and contact details of the transferee;

(ii) subject to paragraph (6), the date on which the transfer will take effect;

(iii) the provisions to be transferred;

(iv) the restrictions, liabilities and obligations that, in accordance with paragraph (3), will apply to the person exercising the powers transferred; and

(v) where the provisions to be transferred include all or any of the benefit of powers in Part 5 of this Order, confirmation of the availability and adequacy of funds for compensation; and

(b) be accompanied by—

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

(ii) a copy of the document effecting the transfer signed by the undertaker and the transferee.

(6) The date specified under paragraph (5)(a)(ii) must not be earlier than the expiry of 14 days from the date of receipt of the notice given under paragraph (4)(b).

(7) The notice given under paragraph (4)(b) must be signed by the undertaker and the transferee as specified in that notice.

PART 3

STREETS

Street works

9.—(1) The undertaker may for the purposes of 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 which includes without limitation the installation and maintenance of structures and equipment for ANPR on or near a highway;

(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 any 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 and is subject to the provisions of Parts 2 and 3 of Schedule 14 (protective provisions).

(3) Where the undertaker is not the street authority, the provisions of sections 54 (advance notice of certain works) to 106 (index of defined expressions) of the 1991 Act apply to any street works carried out under paragraph (1).

(4) In Part 3 (street works in England and Wales) of the 1991 Act, provisions relating to major highway works which refer to the highway authority concerned are, in relation to works which are major highway works, to be construed as references to the undertaker.

Power to alter layout, etc., of streets

10.—(1) Subject to paragraph (2), the undertaker may, for the purposes of constructing, operating, using and maintaining the authorised development, alter the layout of any street within the main site and the layout of any street at its 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

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

(2) Save as to streets in respect of which the undertaker is the street authority, the powers conferred by paragraph (1) must not be exercised without the consent of the relevant street authority but such consent must not be unreasonably withheld and if the relevant street authority has received an application for consent to exercise powers under paragraph (1) accompanied by all relevant information and fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application accompanied by all relevant information is received, it is deemed to have granted consent.

(3) An application made under paragraph (1) must include a statement that the provisions of paragraph (2) apply to that application.

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

Permanent stopping up of streets

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

(a) 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 for which a substitute is to be provided) to the extent specified, by reference to the letters shown on the access and rights of way plans, in column (3) of that Part of that Schedule; and

(b) stop up permanently the street specified in columns (1) and (2) of Part 2 of Schedule 4 (streets to be permanently stopped up for which no substitute is to be provided) to the extent specified, by reference to the letters shown on the access and rights of way plans, in column (3) of that Part of that Schedule.

(2) 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 street as is bounded on both sides by land owned by the undertaker.

(3) No street specified in columns (1) and (2) of Part 1 of Schedule 4 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 Part 1 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).

(4) 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 any dispute, under Part 1 of the 1961 Act.

(5) This article is subject to article 38 (apparatus and rights of statutory undertakers in stopped up streets).

(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 14 (protective provisions).

Temporary closure, alteration, prohibition, diversion or restriction of use of streets

12.—(1) The undertaker, during and for the purposes of carrying out the authorised development, may temporarily close, prohibit the use of, alter, divert or restrict the use of any street and may for any reasonable time—

(a) divert the traffic or a class of 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) Without limitation on the scope of paragraph (1), the undertaker may use as a temporary working site any street or public right of way which has been temporarily closed, altered or diverted or the use of which has been restricted under the powers conferred by this article.

(4) Save as to streets in respect of which the undertaker is the street authority, the undertaker must not temporarily close, prohibit the use of, 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 or delayed.

(5) Where the undertaker provides a temporary diversion under paragraph (1), the new or temporary alternative route is not required to be of higher standard than the temporarily closed street.

(6) 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.

(7) If a street authority which receives an application for consent under paragraph (4) accompanied with all relevant information fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application accompanied by all relevant information is received, it is deemed to have granted consent.

(8) An application made under paragraph (4) must include a statement that the provisions of paragraph (7) apply to that application.

(9) If an application for consent under paragraph (4) does not include the statement required under paragraph (8), then the provisions of paragraph (7) will not apply to that application.

Public rights of way - creation, substitution, stopping up and closure of level crossings

13.—(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 where specified, on a detailed alignment to

be agreed with the local highway authority at the stage of the authorised development identified in column (5) of that Part of that Schedule; and

(c) stop up each of the public rights of way specified in columns (1) and (2) of Part 2 of Schedule 5 (public rights of way to be permanently stopped up for which no substitute is to be provided) to the extent specified in column (3) of that Part of that Schedule at the stage of the authorised development identified in column (4) of that Part of that Schedule.

(2) No public right of way specified in columns (1) and (2) of Part 1 of Schedule 5 may be wholly or partly stopped up under this article unless—

(a) the permanent substitute public right of way referred to in column (4) of Part 1 of Schedule 5 has been provided by the undertaker to the reasonable satisfaction of the local highway authority and is open for use;

(b) an alternative temporary substitute public right of way agreed by the local highway authority has first been provided by the undertaker, to the reasonable satisfaction of the local highway authority; or

(c) the local highway authority agrees that an alternative temporary substitute public right of way is not required.

(3) Any temporary substitute right of way must be maintained by the undertaker with appropriate signage until the completion and opening of the permanent substitute public right of way specified in column (4) of Part 1 of Schedule 5.

(4) 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 3 of Schedule 5 (new public rights of way to be created) to the extent specified in column (3) of that Part of that Schedule at the stage of the authorised development in column (4) of that Part of that Schedule.

(5) The public right of way specified in columns (1) and (2) of Part 4 of Schedule 5 (status of public rights of way to be modified) is modified to the public right of way specified in column (4) of that Part of that Schedule at the stage of the authorised development specified in column (5) of that Part of that Schedule.

(6) Subject to the provisions of this article, where a relevant level crossing is crossed by a public right of way which is stopped up under paragraph (1), the relevant level crossing is stopped up and discontinued at the same time.

(7) In paragraph (6), "relevant level crossing" means Bucknells Farm level crossing.

Accesses

14.—(1) The undertaker may, for the purposes of the authorised development and subject to paragraph (2)—

(a) form and lay out means of access, or improve or maintain an existing means of access, in the locations specified in column (2) of Part 3 of Schedule 6 (new private means of access created) at the stage of the authorised development identified in column (3) of that Part of that Schedule; and

(b) with the approval of the relevant highway authority or relevant street authority, form and lay out such other means of access (permanent or temporary) or improve or maintain any existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development and the undertaker must with the request for approval from the relevant highway authority notify the relevant highway authority of the provisions of paragraph (3).

(2) The consent of the relevant highway authority or the relevant street authority as appropriate is not required for the formation, layout, alteration 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 Parts 2 and 3 of Schedule 14 (protective provisions).

(3) If a highway authority or street authority which has received an application for consent under paragraph (1)(b) fails to notify the undertaker of its decision before the end of the period of 42

days beginning with the date on which the application is received, it is deemed to have granted consent.

(4) An application made under paragraph (1)(b) must include a statement that the provisions of paragraph (3) apply to that application.

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

(6) 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 at the stage of the authorised development identified in column (4) of that Part of that Schedule.

(7) 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 at the stage of the authorised development identified in column (3) of that Part of that Schedule without a substitute being provided.

Maintenance of highway works

15.—(1) The highway works must be completed in accordance with the relevant provisions of Parts 2 and 3 of Schedule 14 (protective provisions).

(2) With effect from the date of the final certificate referred to in paragraph 12 of Part 2 of Schedule 14 the highway works to which that certificate relates will be maintained by and at the expense of National Highways.

(3) With effect from the date of the final certificate (phase) referred to in paragraph 13 of Part 3 of Schedule 14 the highway works to which that certificate relates will be maintained by and at the expense of the local highway authority.

(4) Where new land not previously part of the public highway is the subject of a provisional certificate under paragraph 8 of Part 2 of Schedule 14 then it is deemed to be dedicated as part of the public highway on the issue of that certificate.

(5) Where new land not previously part of the public highway is the subject of a provisional certificate (phase) under paragraph 12 of Part 3 of Schedule 14 then it is deemed to be dedicated as part of the public highway on the issue of that certificate.

(6) For the purposes of this article, the definition of "maintain" in article 2 does not apply and the word "maintain" is to be given its ordinary meaning when applied to highways.

Classification of highways

16.—(1) The new and diverted highways described in Part 1 (new and diverted highways) of Schedule 7 (classification of highways) are to be—

(a) classified as set out in column (3) of Part 1 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 Part 1 of Schedule 7.

(2) From the date on which the undertaker notifies the Secretary of State that the new highways described in Part 1 of Schedule 7 have been completed as evidenced by issue of the provisional certificate in accordance with paragraph 8 of Part 2 or the provisional certificate (phase) in accordance with paragraph 12 of Part 3 of Schedule 14 (protective provisions) or are open for through traffic, whichever is the earliest—

(a) the body set out in column (5) of Part 1 of Schedule 7 is the highway authority for those highways; and

(b) the new highways identified as special roads in column (3) of Part 1 of Schedule 7 are classified as trunk roads for the purpose of any enactment or instrument which refers to highways classified as trunk roads.

(3) The existing highways described in Part 2 (existing highways) of Schedule 7 are to be classified as set out in column (5) of Part 2 of that Schedule for the purpose of any enactment or instrument which refers to highways classified as such on the event in column (4) of Part 2.

Speed limits

17.—(1) The order referred to in columns (1) and (2) of Part 1 (existing orders) of Schedule 8 (speed limits) is revoked as set out in column (3) of Part 1 of Schedule 8 upon the event listed in column (4) occurring.

(2) Upon the event listed in column (3) of Part 2 (highways subject to 20 mph speed limit) of Schedule 8 no person is to drive any motor vehicle at a speed exceeding 20 miles per hour in the lengths of highway identified in column (2) of Part 2 of Schedule 8.

(3) Upon the event listed in column (3) of Part 3 (highways subject to 40 mph speed limit) of Schedule 8 no person is to drive any motor vehicle at a speed exceeding 40 miles per hour in the lengths of highway identified in column (2) of Part 3 of Schedule 8.

(4) Upon the event listed in column (3) of Part 4 (highways subject to 50 mph speed limit) of Schedule 8 no person is to drive any motor vehicle at a speed exceeding 50 miles per hour in the lengths of highway identified in column (2) of Part 4 of Schedule 8.

(5) Upon the event listed in column (3) of Part 5 (derestricted highways) of Schedule 8 the lengths of highway specified in column (2) of Part 5 of Schedule 8 cease to be restricted highways for the purpose of section 81 of the 1984 Act.

(6) During the period specified in column (4) of Part 6 (temporary speed limits) of Schedule 8 no person is to drive any motor vehicle at a speed exceeding the limit specified in column (2) of Part 6 of Schedule 8 along the lengths of highway specified in column (3) of Part 6 of Schedule 8.

(7) Without limiting the scope of the specific powers conferred by paragraphs (1) to (6) but subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the relevant traffic authority, which consent may be subject to reasonable conditions, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation, use or maintenance of the authorised development, impose a temporary speed limit either at all times or at times, on days or during such periods, and on such highways as may be specified by the undertaker.

(8) The undertaker must not exercise the powers in paragraph (7) unless it has given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the relevant traffic authority.

(9) 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.

(10) 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.

Traffic regulation

18.—(1) The orders referred to in column (1) of Part 1 (amendments to existing orders) of Schedule 9 (traffic regulation) are revoked as set out in column (2) of Part 1 of Schedule 9 upon the event listed in column (3) of Part 1 of Schedule 9 occurring.

(**a**) S.I. 2011/935.

(2) Subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the relevant traffic authority, which consent may be subject to reasonable conditions, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation, use or maintenance of the authorised development—

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

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

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

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

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

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

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

(a) given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the relevant traffic authority; and

(b) advertised its intention in such manner as the relevant traffic authority may specify in writing within 7 days of the relevant traffic authority's receipt of notice of the undertaker's intention under sub-paragraph (a).

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

(a) have effect as if duly made by, as the case may be—

(i) the relevant traffic authority as a traffic regulation order under the 1984 Act; or

(ii) the local highway authority as an order under section 32 of the 1984 Act(**a**); and

(b) be deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004 (road traffic contraventions subject to civil enforcement).

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

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

(7) The powers conferred on the undertaker by this article with respect to any road have effect subject to any agreement entered into by the undertaker with any person with an interest in (or who undertakes activities in relation to) premises served by the road.

(8) If the relevant traffic authority fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which an application for consent under paragraph (2) that is accompanied by all relevant information is received, the relevant traffic authority is deemed to have given consent.

(9) An application made under paragraph (2) must include a statement that the provisions of paragraph (8) apply to that application.

Clearways and no waiting

19.—(1) Subject to paragraphs (3) and (4), following the event specified in column (3) of Part 2 (clearways) of Schedule 9 (traffic regulation), 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

(**a**) Section 32 was amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51). There are other amendments to section 32 which are not relevant to this Order.

on any part of a carriageway specified in columns (1) and (2) of that Part of that Schedule, other than a lay-by.

(2) Subject to paragraphs (3) and (5), following the event specified in column (3) of Part 3 (no waiting at any time) 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 at any time on any day on the sides of the carriageway specified in columns (1) and (2) of that Part of that Schedule or its adjacent verge.

(3) Nothing in paragraphs (1) and (2) 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 electronic communications apparatus as defined in Schedule 3A to the Communications Act 2003(**a**); 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;

(ii) in the service of a local authority, National Highways, 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(**b**); or

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

(4) 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 dispensed.

(5) 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 the 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

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(**a**) 2003 c. 21.
(**b**) 1991 c. 56.
(**c**) 2000 c. 26.

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.

(6) Paragraphs (1) to (5) 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

20.—(1) 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, the maximum gross weight of which exceeds 7.5 tonnes, to enter or proceed within the zone specified in column (2) of Part 4 (environmental weight limit) of Schedule 9 (traffic regulation) between the points specified in column (3) of Part 4 of Schedule 9 following the event specified in column (4) of Part 4 of Schedule 9.

(2) The restriction referred to in paragraph (1) does not apply in respect of—

(a) anything done in accordance with any restriction or requirement indicated by traffic signs placed by or on behalf of the police; or

(b) vehicles being used—

(i) in the service of a local authority or water authority in pursuance of statutory powers or duties;

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

(iii) for the purpose of agriculture on any land adjacent to the restricted roads;

(iv) for the purpose of gaining access to or leaving any land or premises situated in or adjacent to the restricted roads or any roads accessible only therefrom;

(v) in connection with the carrying out on land or any premises situated on or adjacent to the restricted roads of any building, industrial or demolition operation or the removal of any obstruction to traffic for the maintenance, improvement, reconstruction, cleansing or lighting of the road or any roads accessible only therefrom, or the laying, erection, alteration, or repair of any sewer under the restricted roads or of any main pipe or apparatus for the supply of gas, water or electricity or of any electronic communications apparatus thereunder or thereon, or for the placing, maintenance or removal of any traffic signs thereon; or

(vi) for public transport.

(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 in the manner specified in column (2) of Part 5 (prohibited movements) of Schedule 9 following the event specified in column (3) of Part 5 of Schedule 9.

(4) 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 the sections of the road specified in column (2) of Part 6 (vehicle prohibition) of Schedule 9 following the event specified in column (3) of Part 6 of Schedule 9 other than to gain access to or egress from—

(a) any premises situated on or adjacent to the said length of road; or

(b) any other premises or roads accessible from and only from the said length of road.

(5) 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 enter the road specified in column (2) of

Part 7 (prohibition of entry) of Schedule 9 in the manner specified in column (3) of Part 7 of Schedule 9 following the event specified in column (4) of Part 7 of Schedule 9.

(6) Paragraphs (1) to (4) 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 under that Act or by any other enactment which provides for the variation or revocation of such orders.

Agreements with highway authorities

21.—(1) A relevant highway authority and the undertaker may enter into agreements related to the authorised development with respect to—

(a) the construction or maintenance of any new highway, including any structure carrying the highway over the existing Chiltern Main Line railway and any 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 landscaping within or adjacent to a highway constructed as part of the highway works;

(d) the maintenance of highway related assets which fall outside of the extent of highway maintained by a relevant highway authority;

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

(f) the carrying out in the highway of any of the works referred to in article 9 (street works); or

(g) the erection of signage in connection with the authorised development.

(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

22.—(1) Subject to paragraphs (3), (4), (5) and (6) 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 (right to communicate with public sewers) of the Water Industry Act 1991(**a**).

(**a**) Section 106 was amended by sections 35(1) and (8) and section 43(2) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43), 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).

(3) The undertaker must not discharge any water into any 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) No water may be discharged into a watercourse that flows into the highway drainage system without the consent of the relevant highway authority and such consent may be given subject to such terms and conditions as the relevant highway authority considers appropriate but such consent must not be unreasonably withheld or delayed.

(5) 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.

(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 regulation 12(1)(b) of the 2016 Regulations.

(8) In this article—

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

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

(9) If a person who has received an application for consent under paragraphs (3) and (4) or approval under paragraph (5)(a) fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application submitted with all relevant information is received, that person is deemed to have granted consent or given approval as the case may be.

(10) Any application for consent under paragraphs (3) and (4) or approval under paragraph (5)(a) must include a statement that the provisions of paragraph (9) apply to that application.

Authority to survey and investigate the land

23.—(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 and—

(a) survey, monitor or investigate the land;

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

(c) without limitation on the scope 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 samples;

(d) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and

(e) place on, leave on and remove from the land apparatus and welfare facilities for use in connection with the survey, monitoring and or investigation of land, the making of trial holes, and or the carrying out of ecological and or archaeological investigations.

(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

(b) may take onto the land 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 or delayed.

(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) No surveying, monitoring or investigation to which paragraph (1) refers may be carried out under this article in land located within the boundary of any highway without the consent of the relevant highway authority.

(7) If either a highway authority or a street authority which has received an application for consent under paragraph (4) or (6) that includes all relevant information fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application is received the relevant authority is deemed to have granted the consent.

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

(9) Any application for consent under paragraphs (4) or (6) must include a statement that the provisions of paragraph (7) apply to that application.

Protective works

24.—(1) Subject to the provisions of this article, the undertaker may at its own expense carry out the protective works to any building, structure or tree which may be affected by the authorised development 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, structure or tree of any part of the authorised development; or

(b) after the completion of that part of the authorised development in the vicinity of the building, structure or tree at any time up to the end of the period of five years beginning with the day on which that part of the authorised development first comes into use or becomes operational.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building, structure or tree to which the power applies and any land within the curtilage of the building and structure and place on, leave on, and remove from the building or structure any apparatus and equipment for use in connection with the survey.

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

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

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

(5) Before exercising—

(a) a power under paragraph (1) to carry out protective works to a building, structure or tree;

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

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

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

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or structure or land not less than 14 days' notice of its intention to exercise that power and, in a case falling within sub-paragraph (a) or (c) specifying the planned protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner and 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 as to whether the protective works proposed by the undertaker are necessary or expedient to be referred to arbitration under article 60 (arbitration).

(7) No protective works may be carried out under this article in land located within the boundary of any highway without the consent of the relevant highway authority but such consent must not be unreasonably withheld or delayed.

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

(9) Subject to article 40 (no double recovery), nothing in this article relieves the undertaker from any liability to pay compensation under section 152(3) of the 2008 Act (compensation in cases where no right to claim as nuisance).

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

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

(12) In this article "protective works" in relation to a building, structure or tree means those works the purpose of which is to prevent damage which may be caused to the building, structure or tree which may include monitoring, underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused by the carrying out, maintenance or use of the authorised development.

Removal of human remains

25.—(1) Before the undertaker carries out any development or works which will or may disturb any human remains within the Order limits it must remove those human remains or cause them to be removed, in accordance with the provisions of this article.

(2) Before any such remains are removed from within the Order limits the undertaker must give notice of the intended removal, describe the Order limits land and state 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 development; and

(b) displaying a notice in a conspicuous place on or near the Order limits.

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

(4) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred within the Order limits may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

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

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

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

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

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

(8) If—

(a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order limits;

(b) such notice is given and no application is made under paragraph (6) 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;

(c) within 56 days after any order is made by a county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice relates cannot be identified, subject to paragraph (9) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves are to be reinterred in individual containers which are to be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

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

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

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

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

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

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

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

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

(13) In this article references to a relative of the deceased are to a person who—

(a) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased;

(b) is, or is a child of, a brother, sister, uncle or aunt of the deceased;

(c) is the lawful executor of the estate of the deceased; or

(d) is the lawful administrator of the estate of the deceased.

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

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

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

(2) This article is subject to—

(a) article 27 (time limit for exercise of authority to acquire land compulsorily);

(b) article 29(2) (compulsory acquisition of rights and imposition of restrictive covenants);

(c) article 30 (private rights); and

(d) article 35(9) (temporary use of land for carrying out the authorised development).

(3) The power to compulsorily acquire land under paragraph (1) does not apply to the land specified in columns (1) and (2) of the table below where the provisions of paragraph 8(4) of Part 1 of Schedule 2 apply.

(1) Area	*(2) Number of land shown on land plans*
District of Cherwell	1/4, 1/10 and 1/11

(4) The power to compulsorily acquire land under paragraph (1) only applies to the land specified in columns (1) and (2) of the table below if the undertaker agrees with the local highway authority that Work No. 39 is to be carried out by the undertaker.

(1) Area	*(2) Number of land shown on land plans*
District of Cherwell	9/12 and 9/21

Time limit for exercise of authority to acquire land compulsorily

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

(a) no notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act as modified by this Order; and

(b) no declaration is to be executed under section 4(**a**) (execution of declaration) of the 1981 Act as applied by article 33 (application and modification of the 1981 Act).

(2) The authority conferred by article 35 (temporary use of land for carrying out the authorised development) 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 the land after the end of that period, if the land was entered and possession was taken before the end of that period.

(3) The applicable period for the purposes of section 4(**b**) (time limit for giving notice to treat) of the 1965 Act and section 5A(**c**) (time limit for general vesting declaration) of the 1981 Act (as

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

(**b**) Section 4 was amended by section 182(1) of the Housing and Planning Act 2016 (c. 22) and section 185(2) of the Levelling-up and Regeneration Act 2023 (c. 55).

(**c**) Section 5A was amended by section 182(2) of the Housing and Planning Act 2016 (c. 22) and section 185(3) of the Levelling-up and Regeneration Act 2023 (c. 55).

modified by this Order) is the period of five years beginning on the day on which the Order is made.

Compulsory acquisition of land - incorporation of the mineral code

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

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

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

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

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

Compulsory acquisition of rights and imposition of restrictive covenants

29.—(1) Subject to paragraph (2), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 26 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) In the case of the Order land specified in columns (1) and (2) of Schedule 11 (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 such restrictive covenants as may be required for the purpose specified in relation to that land in column (3) of that Schedule.

(3) Subject to section 8(**b**) (other provisions as to divided land) of, and Schedule 2A (counter notice requiring purchase of land not in notice to treat) to, the 1965 Act (as substituted by Schedule 12 (modification of compensation and compulsory purchase enactments for creation of new rights and restrictive covenants)), where the undertaker acquires a right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 12 has effect for the purpose of modifying the enactments referred to in that Schedule 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 or imposition of a restriction under paragraph (1) or (2) 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

30.—(1) Subject to the provisions of this article, all private rights and restrictions over land subject to compulsory acquisition under this Order are extinguished—

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

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(**a**) Part 3 of Schedule 2 was amended by S.I 2009/1307.

(**b**) Section 8 was amended by paragraph 2 of Schedule 17 to the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

(**c**) Section 11(1) was amended by paragraph 14(3) of Schedule 4 to the Acquisition of Land Act 1981 (c. 67), paragraph 12(1) of Schedule 5 to the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and section 186(2) of the Housing and Planning Act 2016 (c. 22).

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights and restrictions over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 29 (compulsory acquisition of rights and imposition of restrictive covenants) are extinguished 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 benefit of the restrictive covenant 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 in pursuance of the right,

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights and restrictions over any part of the Order land which is owned by, vested in or acquired by the undertaker are extinguished on carrying out of any activity authorised by this Order which interferes with or breaches such rights.

(4) Subject to the provisions of this article, all private rights over land or watercourses of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

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

(6) This article does not apply in relation to any right to which section 138(**a**) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 37 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) 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 over land 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; and

(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.

(8) If an agreement referred to in paragraph (7)(b)—

(a) is made with a person in or to whom the right or restrictive covenant 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.

(9) References in this article to private rights over land or watercourses include references to any trust, incident, easement, liberty, privilege, right, restrictive covenant or advantage annexed to land and adversely affecting other land, including any natural right to support and including restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

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

Power to override easements and other rights

31.—(1) Any authorised activity undertaken by the undertaker which takes place on land within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, regardless of whether it involves—

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

(b) a breach of a restriction as to the use of the land arising by virtue of a contract.

(2) The interests and rights to which this article applies include any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and including any restrictions as to the user of land arising by virtue of a contract.

(3) Where any interest or right to which this article applies is interfered with or any restriction breached by any authorised activity in accordance with the terms of this article the interest, right or restriction is extinguished, abrogated or discharged at the time that the interference or breach in respect of the authorised activity in question commences.

(4) Subject to article 40 (no double recovery) in respect of any interference, breach, extinguishment, abrogation or discharge under this article, compensation—

(a) is payable under section 7 (measure of compensation in case of severance) or 10 (further provisions as to compensation for injurious affection) of the 1965 Act(**a**); and

(b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections in respect of injurious affection where—

(i) the compensation is to be estimated in connection with a purchase under that Act; or

(ii) the injury arises from the execution of works on or use of land acquired under that Act.

(5) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1) of this article.

(6) Nothing in this article is to be construed as restricting the entitlement of any person to compensation.

(7) Where a person deriving title under the undertaker by whom the land in question was acquired or appropriated—

(a) is liable to pay compensation; and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(8) For the purposes of this article, "authorised activity" means—

(a) the erection, construction, carrying out or maintenance of any building or works on land;

(b) the erection, construction or maintenance of anything in, on, over or under land; or

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

(9) Subsection (2) of section 10 of the 1965 Act applies to paragraph (4) by virtue of section 152(5) (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Any rule or principle applied to the construction of section 10 of the 1965 Act applies to the construction of paragraph (4) with any necessary modifications.

(**a**) Section 10 was amended by paragraphs 13(2) of Schedule 2 to the Planning (Consequential Provisions) Act 1990 (c.11) and S.I 2009/1307.

Rights under or over streets

32.—(1) The undertaker may enter upon 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 development and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised development.

(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 in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person's interest in the land, and who suffers loss by the exercise of that power, is to be 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 a statutory undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

(6) Paragraph (1) does not apply to any street which is part of the strategic road network.

Application and modification of the 1981 Act

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

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications:

(3) In section 1 (application of Act), in subsection (1), omit the words "in themselves".

(4) In section 1 for subsection (2) there is substituted—

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

(5) In section 4(**a**) (execution of declaration), for subsection (1) substitute—

"(1) The acquiring authority may execute in respect of any of the land which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the land in themselves, or in the case of land or a right that they are authorised to acquire for the benefit of a third party in the third party in question, from the end of such period as may be specified in the declaration (not being less than 3 months from the date on which the service of notices required by section 6 is completed)."

(6) In section 5 (earliest date for execution of declaration), in subsection (2), omit the words from ", and this subsection" to the end.

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

(8) In section 5B(**b**) (extension of time limit during challenge) for subsection (1) there is substituted—

"(1) If an application is made under section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent), the five year period mentioned in article 27 of the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202[X] is to be extended by—

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

(**b**) Section 5B was inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22) and amended by section 185(3) of the Levelling up and Regeneration Act 2023 (c. 55).

(a) 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

(b) if shorter, one year."

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

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

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

(11) In section 8(**c**) (vesting and right to enter and take possession), after subsection (3), insert—

"(4) In this section references to the acquiring authority include any third party referred to in section 4(1)."

(12) In section 10(**d**)(acquiring authority's liability arising on vesting of the land), in subsection (1), after "vested in an acquiring authority" insert "or a third party".

(13) In section 11(**e**) (recovery of compensation overpaid), for subsection (1) substitute—

"(1) This section applies where after the execution of a general vesting declaration a person ("the claimant") claims compensation in respect of the acquisition of an interest in land by virtue of the declaration, and the acquiring authority pay compensation in respect of that interest."

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

(15) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125(**g**) (application of compulsory acquisition provisions) of the 2008 Act (as modified by article 34 (modification of Part 1 of the 1965 Act)) to the compulsory acquisition of land under this Order.

Modification of Part 1 of the 1965 Act

34.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125(**h**) (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

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

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

(b) for "the three year period mentioned in section 4" substitute "the five year period mentioned in article 27 of the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202[X]".

(**a**) Section 6(1) was amended by paragraph 7 of Schedule 15 to the Housing and Planning Act 2016 (c. 22).
(**b**) Section 7(1) was amended by paragraph 3 of Schedule 18 to the Housing and Planning Act 2016 (c. 22) and section 186(2) of the Levelling up and Regeneration Act 2023 (c. 55).
(**c**) Section 8 was amended by paragraph 4 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).
(**d**) Section 10 was amended by section 186(5) of the Levelling up and Regeneration Act 2023 (c. 55) and S.I. 2009/1307.
(**e**) Section 11 was amended by paragraph 52(3) of Schedule 2 to the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2009/1307.
(**f**) Schedule A1 was inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).
(**g**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).
(**h**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016 (c. 22) and amended by section 185(2) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**i**) Section 4A(1) was inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22) and section 185(3) of the Levelling up and Regeneration Act 2023 (c. 55).

(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 27 of the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202[X]".

(4) In Schedule 2A(**a**) (counter-notice requiring purchase of land not in notice to treat) after paragraph 29, insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 35 (temporary use of land for carrying out the authorised development) or 36 (temporary use of land for maintaining the authorised development) of the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202[X]."

Temporary use of land for carrying out the authorised development

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

(a) enter on and take temporary possession of—

(i) the land specified in column (2) of Schedule 10 (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 development specified in column (4) of that Schedule; and

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

(b) remove any buildings (not including the threshing barn), apparatus, drainage, electric line, fences, debris and vegetation from the land that reasonably need to be removed in connection with the carrying out of the authorised development;

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

(d) use the land for the purposes of a working site (including storage of materials and siting of equipment and apparatus) with access in connection with the authorised development;

(e) construct or carry out any works (including mitigation works or operations) or use the land for the purpose of the authorised development;

(f) break up the surface of the land to construct the authorised development and in the event of an emergency to remove, recover, reposition, repair or maintain underground apparatus;

(g) construct such works on that land as are mentioned in Schedule 1 (authorised development); and

(h) carry out mitigation works required pursuant to the requirements in Part 1 of Schedule 2 (requirements).

(**a**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c. 22)

(**b**) Section 11 was amended by paragraph 14(3) of Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), paragraph 12(1) of Schedule 5 to the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

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

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

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

(a) in the case of land specified in paragraph (1)(a)(i) above, after the end of the period of one year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (4) of Schedule 10; or

(b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, 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 or has otherwise acquired the land subject to temporary possession.

(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, before giving up possession of the land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the condition it was in on the date on which possession of the land was first taken by the undertaker or such other condition as may be agreed with the owners of the land; but the undertaker is not required to—

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

(b) 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);

(c) restore the land on which any permanent works have been constructed under paragraph (1);

(d) remove any ground strengthening works which have been placed on the land to facilitate construction of the authorised development;

(e) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development;

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

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

(h) restore the land on which any works have been carried out under paragraph (1)(h) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Part 1 of Schedule 2.

(5) Any dispute as to the satisfactory removal of temporary works and restoration of the land under paragraph (4) does not prevent the undertaker from giving up possession of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the 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, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Subject to article 40 (no double recovery) nothing in this article affects any liability to pay compensation under section 152(**a**) (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

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

(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 to be precluded from—

(a) carrying out a survey of that land under article 23 (authority to survey and investigate the land); or

(b) carrying out protective works under article 24 (protective works).

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

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

(12) Nothing in this article prevents the taking of temporary possession more than once in relation to any land.

(13) The undertaker is not required to serve notice under paragraph (2) where the undertaker has identified a potential risk to the safety of any of—

(a) the authorised development or any of its parts;

(b) the public; or

(c) the surrounding environment.

Temporary use of land for maintaining the authorised development

36.—(1) Subject to paragraph (2) and Parts 2 and 3 of Schedule 14 (protective provisions), 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 development;

(b) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and

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

(2) 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 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.

(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 development for which possession of the land was taken.

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

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

(**a**) Section 13 was amended by section 139 of, paragraph 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

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

(8) Subject to article 40 (no double recovery), nothing in this article affects any liability to pay compensation under section 152(**a**) (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

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

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

(11) The undertaker is not required to serve notice under paragraph (3) where the undertaker has identified a potential risk to the safety of any of—

(a) the authorised development or any of its parts;

(b) the public; or

(c) the surrounding environment.

Statutory undertakers

37.—(1) Subject to Schedule 14 (protective provisions), the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, any Order land belonging to statutory undertakers;

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

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

(2) Paragraph (1)(c) has no effect in relation to apparatus in respect of which article 38 (apparatus and rights of statutory undertakers in stopped up streets) applies.

(3) In this article, a reference to statutory undertaker includes a reference to a public communications provider (as defined in article 39(4) (recovery of costs of new connections)).

Apparatus and rights of statutory undertakers in stopped up streets

38.—(1) Where a street is stopped up under article 11 (permanent stopping up of streets) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 11 any statutory undertaker whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker must—

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

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

(**b**) Section 13 was amended by section 139 of, paragraph 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

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

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

(a) the execution of the relocation works required in consequence of the stopping up of the street; 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 that new apparatus involves additional costs which would not have been incurred if the apparatus had been of the same type, capacity or laid at the same depth as the existing apparatus, then the amount payable to the statutory undertaker is to be reduced by a sum equivalent to those additional costs.

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

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

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

(6) An amount which, apart from this paragraph, would be payable to a statutory undertaker in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

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

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

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

(8) In this article—

(a) reference to a statutory undertaker includes a public communications provider as defined in article 39(4) (recovery of costs of new connections); and

(b) "relocation works" means work executed, or apparatus provided, under paragraph (2).

Recovery of costs of new connections

39.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 37 (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 37, 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 article 38 (apparatus and rights of statutory undertakers in stopped up streets) or Part 3 of the 1991 Act applies.

(4) In this article—

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

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

No double recovery

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

Guarantees in respect of payment of compensation

41.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place—

(a) a guarantee approved by the local planning authority in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or

(b) an alternative form of security for that purpose approved by the local planning authority.

(2) The provisions are—

(a) article 26 (compulsory acquisition of land);

(b) article 28 (compulsory acquisition of land - incorporation of the mineral code);

(c) article 29 (compulsory acquisition of rights and imposition of restrictive covenants);

(d) article 30 (private rights);

(e) article 32 (rights under or over streets);

(f) article 35 (temporary use of land for carrying out the authorised development);

(g) article 36 (temporary use of land for maintaining the authorised development); and

(h) article 37 (statutory undertakers).

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

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

(5) An approval required under paragraph (1) must not be unreasonably withheld or delayed.

Disregard of certain interests and improvements

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

(a) any interest in land; or

(b) any enhancement of the value of any interest in land by reason of any building erected, works executed or improvement or alteration made on relevant land, if the tribunal is satisfied that the creation of the interest, the erection of the building, the execution of the works or the making of the improvement or alteration as part of the authorised development was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

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

Set-off for enhancement in value of retained land

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

(2) In assessing the compensation payable to any person in respect of the acquisition from that person of any new rights over land (including the subsoil), under article 29 (compulsory acquisition of rights and imposition of restrictive covenants), the tribunal is to set off against the value of the rights or restrictive covenants so acquired— (a) any increase in the value of the land over which the new rights or restrictive covenants are required; and (b) any increase in value of any contiguous or adjacent land belonging to that person in the same capacity, which will accrue to that person by reason of the construction of the authorised development.

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

PART 6

MISCELLANEOUS AND GENERAL

Operation and use of railways

44.—(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) In respect only of that part of the existing Chiltern Main Line railway within the Order limits 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.

Operational land for purposes of the 1990 Act

45. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).

Charges

46. The undertaker may demand, take or recover or waive such charges for carrying goods on the railway comprised in the authorised development, and 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

47.—(1) This article applies to—

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

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

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

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

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

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

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

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

Defence to proceedings in respect of statutory nuisance

48.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990 (summary proceedings by persons aggrieved by statutory nuisance)(**a**) in relation to a nuisance falling within section 79(1) of that Act (statutory nuisances and inspections therefore)(**b**) 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) of the Control of Pollution Act 1974(**c**); or

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

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

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

(**b**) 1990 c. 43. Section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c. 16) and by Section 120 and paragraph 89 of Schedule 22 to the Environmental Act 2005. There are other amendments to the Act which are not relevant to this Order.

(**c**) 1974 c. 40. Section 61 was amended by Schedule 7 to, the Building Act 1984 (c. 55), Schedule 24 to the Environment Act 1995 (c. 25), and paragraph 15(3) of Schedule 15 to, the Environmental Protection Act 1990 (c. 43). There are other amendments to the 1974 Act which are not relevant to this Order.

(c) it relates to premises used by the undertaker for the purposes of or in connection with the maintenance, operation or use of the authorised development and that the nuisance is attributable to the maintenance, operation or use of the authorised development which is being maintained, operated or used in compliance with a requirement or any other provision of this Order and that it cannot be reasonably avoided.

(2) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of the premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

Felling or lopping of trees and removal of hedgerows

49.—(1) Save in respect of trees or shrubs which come within article 50 (trees subject to tree preservation orders), or article 51 (trees in conservation areas) the undertaker may fell or lop any tree, shrub or hedgerow within 15 metres of 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) obstructing or interfering with the construction, maintenance, use or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) 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 who suffers loss for any loss or damage arising from such activity.

(3) The undertaker may, for the purposes of the authorised development and subject to paragraph (2), undertake works to or remove any hedgerows within the Order limits that may be required for the purposes of constructing the authorised development.

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

(5) The undertaker may, for the purposes of the authorised development but subject to paragraph (2) above—

(a) remove those trees within the Order limits and specified in Part 1 of Schedule 13 (removal of trees);

(b) remove those parts of the hedgerows within the Order limits and specified in Part 2 of Schedule 13 (removal of hedgerows); and

(c) remove those parts of the important hedgerows within the Order limits and specified in Part 3 of Schedule 13 (removal of important hedgerows).

(6) In carrying out works pursuant to paragraph (1), the undertaker must comply with British Standard 3998:2010, "Tree Works Recommendations".

(7) The provisions of this article do not apply to any tree, shrub or hedgerow identified to be retained in the tree and hedgerow retention and removal plans without the agreement of the local planning authority.

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

(9) Where a tree or shrub is within the strategic road network or within highway maintainable by the local highway authority, paragraph (1) is subject to Parts 2 and 3 of Schedule 14 (protective provisions).

Trees subject to tree preservation orders

50.—(1) The undertaker may fell or lop or cut back the roots of any tree or shrub within the Order limits and specified in Part 1 of Schedule 13 (removal of trees) which is subject to a tree

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

preservation order if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, operation, use or maintenance of the authorised development or any apparatus used in connection with the authorised development.

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

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

(b) the duty contained in section 206(**a**) (replacement of trees) of the 1990 Act is not to 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 (determination of questions of disputed compensation) of the 1961 Act.

(5) Where a tree or shrub is within the strategic road network or within highway maintainable by the local highway authority, paragraph (1) is subject to Parts 2 and 3 of Schedule 14 (protective provisions).

Trees in conservation areas

51.—(1) The undertaker may fell or lop any tree or shrub which is situated within a conservation area (designated under section 69 (designation of conservation areas) of the Planning (Listed Buildings and Conservation Areas) Act 1990)(**b**), including those identified on the tree and hedgerow retention and removal plans, or cut back its roots if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, operation, use or maintenance of the authorised development or any apparatus used in connection with the authorised development.

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

(a) the undertaker must do no unnecessary damage to any tree or shrub 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)(**c**) (replacement of trees) of the 1990 Act is not to apply.

(3) The authority given by paragraph (1) constitutes an authorisation by an order granting development consent for the purposes of section 211(1A)(**d**) (preservation of trees in conservation areas) of the 1990 Act.

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

Interface with waste operation permits

52.—(1) Regulations 20, 21 and 25 of the 2016 Regulations (applications to transfer, vary or surrender an environmental permit) are to be construed to allow the undertaker to make an application, following consultation with the permit holder and the Environment Agency, to vary, or to transfer or surrender in whole or in part, an existing permit in respect of land which has been, or is proposed to be, compulsorily acquired by the undertaker under this Order or where carrying out the authorised activity would give rise to inconsistency or conflict with an existing permit, and any such application may be made as a single application combining any variation, transfer or surrender.

(**a**) Section 206 was amended by paragraph 11 of Schedule 8 to the Planning Act 2008 (c. 29).
(**b**) 1990 c. 9.
(**c**) Section 206 was amended by paragraph 11 of Schedule 8 to the Planning Act 2008 (c. 29).
(**d**) Section 211(1A) was inserted by paragraph 36(2) of Schedule 2 to the Planning Act 2008 (c. 29).

(2) The Environment Agency must within 56 days (or such other period as the undertaker and the Environment Agency may agree) of receipt of the final application under paragraph (1) make a determination on the application.

(3) If the Environment Agency fails to comply with paragraph (2), the undertaker may serve a notice under paragraph 2(1) (making an appeal) of Schedule 6 to the 2016 Regulations and the undertaker may then appeal under regulation 31(1)(a), as if the failure were a refusal of an application under the 2016 Regulations.

(4) The appropriate authority for the purposes of regulation 31 is the Secretary of State for Transport.

(5) In relation to applications made pursuant to this article, the 2016 Regulations are to be construed so that—

(a) the duties of the Environment Agency under the 2016 Regulations apply to its determination of applications made under paragraph (1), as they would in any other case;

(b) paragraph 8 (public participation in relation to certain applications) of Part 1 of Schedule 5 to the 2016 Regulations does not apply;

(c) paragraph 9 (consultation: conditions mentioned in regulation 15(1)) of Part 1 of Schedule 5 to the 2016 Regulations does not apply so as to require notice to be served on the undertaker;

(d) both the undertaker and the permit holder have a right of appeal under regulation 31(1) (applications to an appropriate authority);

(e) the permit holder must be served with a copy of an appeal made by the undertaker within 14 days of it being lodged and will have the right to make representations and appear at the appeal as an interested party;

(f) no requirements relating to publicity of an appeal apply; and

(g) where a variation made on an application under paragraph (1) reduces the extent of the site of a regulated facility, a separate application for the surrender of the permit in respect of land which, by virtue of that variation, is no longer the site of a regulated facility is not required, provided that the Environment Agency is satisfied, having regard to paragraph (7), that the requirements of paragraph 14 of Part 1 of Schedule 5 to the 2016 Regulations are met in respect of that land.

(6) Application charges under the charging scheme apply to the undertaker as they would to the permit holder.

(7) In the case of a surrender application under paragraph (1) the requirement in paragraph 14(1)(b) of Part 1 of Schedule 5 to the 2016 Regulations is to be construed so that regard is also had to the use of the site subject to the application in connection with an authorised activity.

(8) Nothing in this article affects—

(a) the requirement under the 2016 Regulations for a regulated facility to be authorised by an environmental permit; or

(b) the right of a permit holder to make an application for a variation, transfer or surrender of an environmental permit under the 2016 Regulations.

(9) In this article—

"authorised activity" means any works or activities authorised by this Order, works carried out in connection with the authorised development, or the exercise by the undertaker of functions conferred by this Order;

"charging scheme" means the Environment Agency (Environmental Permitting and Abstraction Licensing) (England) Charging Scheme 2022, and includes any subsequent amendment to that scheme or any new scheme;

"permit holder" means the holder of an existing permit.

Protective provisions

53. Schedule 14 (protective provisions) to this Order has effect.

Governance of requirements and governance of protective provisions relating to highway works

54.—(1) When in any requirement or in Parts 2 and 3 of Schedule 14 (protective provisions) approval or agreement is required of, or with, anybody in relation to the detail, carrying out or use of the authorised development (including for the avoidance of doubt the approval of details or plans under the requirements) such approval or agreement must not be given if it would permit development which would give rise to any materially new or materially different significant effects on the environment that have not been assessed in the environmental statement or in any updated environmental information supplied under the 2017 EIA Regulations(**a**).

(2) When any details, plans or other matters have been agreed or approved by the local planning authority under a requirement or the relevant highway authority under a requirement or Parts 2 and 3 of Schedule 14 then they may subsequently be amended by agreement with the local planning authority or relevant highway authority as the case may be provided that no amendments to those details, plans or other matters may be approved where such amendments would permit development outside the parameters of the authorised development referred to in article 4 (parameters of authorised development) or would give rise to any materially new or materially different significant effects on the environment that have not been assessed in the environmental statement or in any updated environmental information supplied under the 2017 EIA Regulations.

Discharge of requirements and other approvals etc

55.—(1) Save as provided otherwise by this Order, paragraphs 1 and 2 of Part 2 (procedure for discharge of certain approvals) of Schedule 2 (requirements) are to have effect in relation to applications made pursuant to the requirements set out in Schedule 2.

(2) Save as provided otherwise by this Order, Part 2 of Schedule 2 is to have effect in relation to all consents, agreements, approvals or notices granted, refused or withheld in relation to—

(a) the requirements set out in Part 1 of Schedule 2;

(b) any document referred to in any requirement set out in Part 1 of Schedule 2; and

(c) the functions of the local authority set out in sections 60 (control of noise on construction sites) and or 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974(**b**).

(3) Where an application is made to, or a request is made of, the local planning authority, relevant highway authority, street authority or the owner of a watercourse, sewer or drain or any other relevant person for any agreement or approval required or contemplated by any of the provisions of this Order, such agreement or approval must, if given, be given in writing and must not be unreasonably withheld or delayed.

Disapplication, application and modification of legislative provisions

56.—(1) Schedule 15 (miscellaneous controls) to this Order, which makes provision applying, modifying and excluding statutory provisions which relate to matters for which provision may be made by this Order, has effect.

(**a**) S.1. 2017/578 as amended by S.I. 2017/1012.

(**b**) Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), Schedule 24 to the Environment Act 1995 (c. 25), and paragraph 15(3) of Schedule 15 to the Environmental Protection Act 1990 (c. 43). There are other amendment to section 61 which are not relevant to this Order.

Certification of plans and documents

57.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the plans and documents identified in Schedule 16 (certification of plans and documents) for certification that they are true copies of the plans and documents referred to in this Order.

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

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

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

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

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

Service of notices

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

(a) by post;

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

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

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

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

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

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

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

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

(**a**) 1978 c. 30

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

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

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 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

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

Planning permissions etc.

59.—(1) Any development, or any part of a development, within the Order limits which is constructed or used under the authority of a planning permission pursuant to Part 3 (control over development) of the 1990 Act (whether express or otherwise) either prior to or after the Order has come into force is to be disregarded at all times for the purposes of ascertaining whether or not an offence has been committed under the provisions of sections 160(**a**) (development without development consent) and 161(**b**) (breach of terms of order granting development consent) of the 2008 Act and such development or planning permission must not at any time be construed as preventing the further construction, maintenance or use of the authorised development (or any part of it) in accordance with this Order.

(2) To the extent any development carried out or used pursuant to a planning permission granted under Part 3 of the 1990 Act, any development consent granted (either prior to or after the Order has come into force) under the powers conferred by the 2008 Act or other equivalent consent, or compliance with any conditions or requirements of that permission or consent is inconsistent with the exercise of any power or right under this Order or the authorised development—

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

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

(**a**) Section 160 was amended by S.I. 2015/664.
(**b**) Section 161 was amended by S.I. 2015/664. There are other amendments to section 161 which are not relevant to this Order.

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

Arbitration

60.—(1) Subject to paragraph (2), except where otherwise expressly provided for in this Order and unless otherwise agreed between the parties, any difference under any provision of this Order, other than a difference which falls to be determined by the tribunal, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party, after giving notice in writing to the other, by—

(a) in the case of matters pertaining to land and the surveying of such land, the president of the Royal Institution of Chartered Surveyors;

(b) in the case of matters of legal interpretation, the president of the Law Society; and

(c) in the case of all other matters the president of the Institution of Civil Engineers.

(2) Paragraph (1) does not apply to any decisions of the Secretary of State made pursuant to the provisions of this Order.

Signatory text

Name
Address — Parliamentary Under Secretary of State
Date — Department

SCHEDULES

SCHEDULE 1 — Article 3

AUTHORISED DEVELOPMENT

In the County of Oxfordshire and the District of Cherwell—

Nationally significant infrastructure projects as defined in sections 14, 22 and 26 of the 2008 Act and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

Work No. 1 – RAILWAY WORKS TO THE EXISTING CHILTERN MAIN LINE

Within the area shown on the works plans as Work No. 1—

Works to the existing Chiltern Main Line railway line, the general arrangement of which is shown on the railway plans including—

(a) the alteration of existing railway infrastructure including tracks, walkways, points, signalling, telecommunications, power supplies, signs, fencing and gates;

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

(c) formation of new railway cutting and embankments and all necessary earthworks and drainage;

(d) connection to the new private railway works (Work No. 2) including tracks, walkways, points, signalling, telecommunications, power supplies, signs, fencing and gates;

(e) works to accommodate construction of new bridge over the Chiltern Main Line railway (part of Work No. 20 and identified as bridge 07 on the bridge overview plan and the bridge plans);

(f) works to accommodate changes to existing bridges over the Chiltern Main Line railway (part of Work Nos. 21, 26 and 36 and identified as bridges 03, 04 and 08 respectively on the bridge overview plan);

(g) works as required in association with (a) to (d) at the structures identified as bridge 01, structure E, structure F and structure G as shown on the bridge overview plan; and

(h) closure of Bucknells Farm level crossing (with the public bridleway to be diverted via the bridges identified as bridges 08 and 09 on the bridge overview plan (being part of Work No. 21) and as shown on the access and rights of way plans).

Work No. 2 – PRIVATE RAILWAY

Within the area shown on the works plans as Work No. 2—

The construction of new private railway lines from the Chiltern Main Line (Work No. 1) to the rail freight terminal (Work No. 3) the general arrangement of which is shown on the railway plans including—

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

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

(c) railway infrastructure including walkways, signalling, gantry mounted signalling, telecommunications, lighting, power supplies, signs, fencing and gates;

(d) intermodal freight loading, and unloading facilities including gantry cranes, reach stackers, aprons or platforms and maintenance areas;

(e) the construction of new bridge identified as bridge 06 on the bridge overview plan and bridge plans (being part of Work No. 11);

(f) the construction of new structures identified as bridges 02 and 09 and structure G on the bridge overview plan (being part of Work Nos. 2, 8 and 21 respectively); and

(g) the extension of Bucknells Farm watercourse (Gagle Brook) culvert identified as structure G on the bridge overview plan.

Work No. 3 – RAIL FREIGHT TERMINAL

Within the area shown on the works plans as Work No. 3—

The construction of a rail freight terminal to connect with the rail infrastructure described in Work Nos. 2, 4 and 5 the general arrangement of which is shown on the railway plans including—

(a) construction of an intermodal freight loading and unloading terminal including but not exclusively—

(i) railway sidings to accommodate railway vehicles and load and unload freight;

(ii) gantry cranes, crane rails, reach stackers and internal road vehicles; and

(iii) freight and container storage areas;

(b) earthworks to achieve a terminal plateau;

(c) railway infrastructure including walkways, signalling, telecommunications, power supplies and signs;

(d) refuelling and maintenance areas, including a Road Rail Vehicle Access Point;

(e) terminal entrance and exit gateways, loading lanes, internal roads, gatehouses and parking areas;

(f) rail freight terminal administrative building including staff and visitor welfare facilities;

(g) signalling and telecommunications control and equipment buildings;

(h) storage and workshop buildings;

(i) security fencing, gates, signs, lighting, closed-circuit television cameras, and intruder detection systems; and

(j) drainage.

Work No. 4 – RAIL TERMINAL OR RAIL SERVED WAREHOUSING

Within the area shown on the works plans as Work No. 4 the construction of a plateau for use either as an extension to the rail freight terminal described in Work No. 3 or for the construction of rail served warehousing as described in Work No. 6.

Work No. 5 – RAIL SIDINGS (WAREHOUSING)

Within the area shown on the works plans as Work No. 5—

The construction of new private rail sidings and associated rail infrastructure to directly serve the warehousing to be comprised within Work No. 6 on land identified as zones A1, A2 and A3 on the parameters plan, the general arrangement of which is shown indicatively on the railway plans including—

(a) the construction of new railway tracks and associated rail infrastructure connecting to Work No. 2 to accommodate railway vehicles and the loading and unloading of freight;

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

(c) railway infrastructure including walkways, signalling, telecommunications, power supplies and signs;

(d) security fencing, gates, signs, lighting, closed-circuit television cameras, and intruder detection systems;

(e) works associated with the construction of the new bridge identified as bridge 05 on the bridge overview plan (being part of Work No. 7A); and

(f) demolition of existing buildings and structures as identified on the main site demolition plan.

Work No. 6 – RAIL SERVED WAREHOUSING

Within the area shown on the works plans as Work No. 6—

The construction of rail served warehousing (including ancillary offices and other buildings) within the areas identified as zones A and B on the parameters plan, including—

(a) earthworks to provide development plateaux;

(b) construction of development plateaux;

(c) demolition of existing buildings and structures as identified on the main site demolition plan;

(d) warehouses and ancillary buildings and structures;

(e) gatehouses;

(f) service yards and vehicle and cycle parking;

(g) drainage, swales, bunding, landscape and planting works;

(h) weighbridges;

(i) vehicle, cycle, equestrian and pedestrian access routes and signage;

(j) photovoltaics;

(k) external plant;

(l) vehicle maintenance, washing and refuelling facilities and electric vehicle charging units;

(m) hardstandings;

(n) HGV parking and driver welfare facilities and HGV refuelling area within the area identified as zone A on the parameters plan;

(o) container storage, sprinkler tanks and housing;

(p) electricity substation;

(q) ancillary buildings including estate management offices;

(r) new, stopped up and diverted footpaths, bridleways and cycle tracks as shown on the access and rights of way plans; and

(s) the closure of existing private accesses shown on the access and rights of way plans.

Work No. 7A – ESTATE ROAD (EXCLUDING SOUTHERN LINK)

Within the area shown on the works plans as Work No. 7A—

The construction of infrastructure on the main site including—

(a) private estate roads;

(b) roundabouts and other junctions;

(c) connections with the principal access to the main site (Work No. 11) and the Estate Road (Southern Link) (Work No. 7B);

(d) construction of a bridge, identified as bridge no. 05 on the bridge plans, to take the estate road over the rail sidings (warehousing) provided as part of Work No. 5;

(e) footways and shared use footways/cycleways;

(f) cycle parking;

(g) vehicle lay-bys;

(h) bus stops and shelters;

(i) vehicle height barriers and raising barriers;

(j) new, stopped up and diverted footpaths, bridleways and cycle tracks as shown on the access and rights of way plans;

(k) the closure of existing and creation of new private accesses shown on the access and rights of way plans; and

(l) provision of ANPR.

Work No. 7B – ESTATE ROAD (SOUTHERN LINK)

Within the area shown on the works plans as Work No. 7B—

The construction of infrastructure on the main site including—

(a) private estate roads including a temporary connection to Upper Heyford Road (which may be used by the general public between the opening to traffic of Work No. 12A and Work No. 12B);

(b) roundabouts and other junctions;

(c) connections with the Estate Road (Excluding Southern Link) (Work No. 7A) and the Heyford Park Link Road (Work No. 12A);

(d) footways and shared use footways/cycleways;

(e) cycle parking;

(f) bus stops and shelters;

(g) bus gate including raising barriers;

(h) new, stopped up and diverted footpaths, bridleways and cycle tracks as shown on the access and rights of way plans; and

(i) the closure of existing and creation of new private accesses shown on the access and rights of way plans.

Work No. 8 – LANDSCAPING

Within the area shown on the works plans as Work No. 8—

The provision of hard and soft landscape works including—

(a) demolition of existing buildings and structures as shown on the main site demolition plan;

(b) earthworks to create screening bunds and retaining structures;

(c) soft landscaping within and surrounding the development, integrating and enhancing green infrastructure and incorporating biodiversity enhancement works;

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

(e) new, stopped up and diverted footpaths, bridleways and cycle tracks as shown on the access and rights of way plans including the connection to Chilgrove Drive (Work No. 10) and Aves Ditch (North) (Work No. 28);

(f) cycle parking;

(g) construction of a bridge, identified as bridge no. 02 on the bridge overview plan, to take the new public bridleway over the private railway provided as part of Work No. 2;

(h) amenity open space;

(i) noise attenuation including acoustic fencing or landscape screening; and

(j) signage and totems located within the areas as areas for development signage indicated on the parameters plan.

Work No. 9 – CENTRAL HUB

Within the area shown on the works plans as Work No. 9—

The provision of a central hub area including—

(a) retention and redevelopment of the threshing barn as shown on the listed building drawings as a welcome building;

(b) the provision of ancillary buildings and open spaces for employees and visitors to the authorised development;

(c) retention of the existing Ashgrove cottages and redevelopment as rail and estate management offices and welfare facilities; and

(d) demolition of existing buildings and structures as identified on the central hub demolition plan.

Work No. 10 – CHILGROVE DRIVE

Within the area shown on the works plans as Work No. 10—

Construction of a connection from the bridleway constructed as part of Work No. 8 and as shown on the access and rights of way plans into Chilgrove Drive: the general arrangement of which is shown on the highway plans.

Work No. 11 – PRINCIPAL ACCESS TO THE MAIN SITE

Within the area shown on the works plans as Work No. 11—

Construction of the principal access into the main site the general arrangement of which is shown on the highway plans including—

(a) construction of a roundabout on the B430 to form the principal access to the main site connecting to Work Nos. 7A and 20;

(b) provision of a segregated left turn lane from the exit of the main site onto the Ardley Bypass;

(c) construction of a bridge, identified as bridge no. 06 on the bridge overview plan and bridge plans, to take the new highway over the private railway provided as part of Work No. 2;

(d) alterations to the access junction with the waste management site and Ardley Fields recycling and waste centre;

(e) bus stops and shelters; and

(f) provision of ANPR cameras.

Work No. 12A – HEYFORD PARK LINK ROAD (WESTERN SECTION)

Within the area shown on the works plans as Work No. 12A—

Construction of the western section of the Heyford Park Link Road the general arrangement of which is shown on the highway plans including—

(a) connecting at the west end to the Camp Road and Chilgrove Drive junction (as amended by Work No. 13B subject to requirement 8(3)) and the eastern end to Work No. 12B;

(b) provision of a simple T junction to form the secondary access into the main site connecting to Work No. 7B;

(c) provision of a footway/cycleway between the eastern edge of Heyford Park and Work No. 12B; and

(d) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans.

Work No. 12B – HEYFORD PARK LINK ROAD (EASTERN SECTION)

Within the area shown on the works plans as Work No. 12B—

Construction of the eastern section of the Heyford Park Link Road the general arrangement of which is shown on the highway plans including—

(a) connecting Work No. 12A to the works described at paragraph (c);

(b) provision of a footway/cycleway between Work No. 12A and connecting to the footway/cycleway alongside the Middleton Stoney Relief Road provided as part of Work No. 23;

(c) realignment of the B430 to provide two signalised junctions, to connect the Heyford Park Link Road into the B430 and the Middleton Stoney Relief Road (Work No. 23);

(d) a crossing of the unnamed ordinary watercourse (tributary of the Gagle Brook) identified as bridge no. 18 on the bridge overview plan and bridge plans; and

(e) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans.

Work No. 13A – AVES DITCH BRIDLEWAY CONNECTION

Within the area shown on the works plans as Work No. 13A the construction of a bridleway connecting the Aves Ditch Bridleway to the bridleway around the perimeter of the site constructed as part of Work No. 30, including a signalised equestrian crossing over the road south of the Camp Road/Chilgrove Drive junction.

Work No. 13B – CAMP ROAD/CHILGROVE DRIVE JUNCTION

Within the area shown on the works plans as Work No. 13B—

The alteration of the Camp Road and Chilgrove Drive junction as shown on the highway plans including—

(a) changing the priority of the junction; and

(b) construction of a shared use footway/cycleway.

Work No. 14A – M40 JUNCTION 10 PHASE 1

Within the area shown on the works plans as Work No. 14A—

The alteration of Junction 10 of the M40 motorway the general arrangement of which is shown on the highway plans including—

(a) the construction of earthworks and drainage for the M40 northbound to A43 northbound link road (the main works being part of Work No. 14B) on the west side of the M40;

(b) the stopping up of the northbound merge slip road;

(c) the construction of the replacement northbound merge slip road connecting to the upgraded A43 Ardley roundabout (part of Work No. 15A) and merge including a crossing of the Padbury Brook identified as bridge no. 13 on the bridge plans;

(d) the realignment of the northbound diverge slip road connecting to the upgraded A43 Ardley roundabout (part of Work No. 15A);

(e) alterations to directional signing on the M40 northbound and southbound approaches to M40 Junction 10;

(f) demolition of a motorway signalling gantry identified as structure no. A on the bridge overview plan;

(g) construction of motorway signalling gantries identified as structure no. B on the bridge overview plan and bridge plans; and

(h) interim works to the southbound merge slip road connecting to the interim upgraded A43 Cherwell roundabout (part of Work No. 15A).

Work No. 14B – M40 JUNCTION 10 PHASE 2

Within the area shown on the works plans as Work No. 14B—

The alteration of Junction 10 of the M40 motorway the general arrangement of which is shown on the highway plans including—

(a) the construction of the M40 northbound to A43 northbound link road connecting to the upgraded A43 Padbury junction (part of Work No. 15B), including a diverge and a bridge to take the link road over itself and over the M40 motorway identified as bridge 12 on the bridge overview plan and bridge plans;

(b) the widening of the southbound merge slip road to provide a two-lane slip road and two-lane merge;

(c) the widening of the southbound diverge slip road connecting to the upgraded A43 Padbury junction (part of Work No. 15B);

(d) alterations to the M40 beneath the existing bridges identified as bridge nos. 14 and 15 on the bridge plans;

(e) construction of a motorway signalling gantry identified as structure C on the bridge overview plan and bridge plans; and

(f) construction of a retaining wall identified as structure D on the bridge overview plan.

Work No. 15A – A43 TRUNK ROAD PHASE 1

Within the area shown on the works plans as Work No. 15A—

The alteration of lengths of the A43 all-purpose trunk road the general arrangement of which is shown on the highway plans including—

(a) the upgrade, enlargement and signalisation of the A43 Ardley roundabout including a cut-through, connecting to Work Nos. 14A, 18 and 20;

(b) minor works to the A43 over the existing bridges identified as bridge nos. 14 and 15 on the bridge overview plan;

(c) interim upgrade of the A43 Cherwell roundabout to increase capacity for vehicles turning right onto the M40 southbound merge slip road, connecting to Work No. 14A;

(d) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans; and

(e) shared use footway/cycleways.

Work No. 15B – A43 TRUNK ROAD PHASE 2

Within the area shown on the works plans as Work No. 15B—

The alteration of lengths of the A43 all-purpose trunk road the general arrangement of which is shown on the highway plans including—

(a) the upgrade of the A43 Cherwell roundabout to increase capacity from the A43 onto the M40 southbound merge slip road, connecting to Work No. 14B;

(b) the upgrade of the Padbury junction from a roundabout to a signalised junction, connecting to Work No. 14B;

(c) widening of the A43 northbound and southbound, north of the Padbury junction, to three lanes, connecting to Work No. 16;

(d) widening of the A43 southbound, between the Padbury junction and Cherwell roundabout, to four lanes;

(e) construction of a directional signage gantry, identified as structure I on the bridge overview plan and bridge plans;

(f) extension of the Padbury Brook culvert identified as structure H on the bridge plans;

(g) construction of a retaining wall identified as structure D on the bridge plans;

(h) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans; and

(i) shared use footway/cycleways.

Work No. 16 – A43 BAYNARD'S GREEN JUNCTION

Within the area shown on the works plans as Work No. 16—

Works to the all-purpose trunk road at the A43 / B4100 Baynard's Green junction the general arrangement of which is shown on the highway plans including—

(a) widening of the A43 southbound and northbound approaches to three lanes, connecting to Work No. 15B;

(b) widening of the A43 southbound exit to three lanes;

(c) widening of the A43 northbound exit to three lanes followed by a lane drop to two lanes;

(d) shared use footway/cycleways; and

(e) enlargement and signalisation of the roundabout, connecting to Work No. 17.

Work No. 16A – A43 BAYNARD'S GREEN JUNCTION ALTERNATIVE

Within the area shown on the works plans as Work No. 16A—

Works to the all-purpose trunk road at the A43 / B4100 Baynard's Green junction the general arrangement of which is shown on the highway plans (Document 2.7W) including—

(a) alterations to road markings on the A43 southbound approach;

(b) widening of the A43 northbound exit to three lanes followed by a lane drop to two lanes; and

(c) alterations to the circulatory carriageway within the signalised roundabout to provide an additional right turn lane from the A43 northbound to B4100 southbound.

Work No. 17 – B4100

Within the area shown on the works plans as Work No. 17—

The works to the local road at the A43 / B4100 Baynard's Green junction the general arrangement of which is shown on the highway plans including—

(a) widening of the B4100 north of Baynard's Green roundabout including alterations to the junction with the access road to the local services;

(b) widening of the B4100 south of Baynard's Green roundabout;

(c) shared use footway/cycleways; and

(d) provision of ANPR.

Work No. 18 – B430 SOUTH OF ARDLEY ROUNDABOUT

Within the area shown on the works plans as Work No. 18—

The alteration of the existing B430 south of the A43 Ardley roundabout the general arrangement of which is shown on the highway plans including—

(a) alteration of the existing B430 connecting to Work No. 15A;

(b) shared use footway/cycleway; and

(c) provision of ANPR.

Work No. 19 – ARDLEY ROAD

Within the area shown on the works plans as Work No. 19—

The alteration of the Ardley Road the general arrangement of which is shown on the highway plans including—

(a) the realignment of Ardley Road to accommodate the construction of the Ardley Bypass (Work No. 20);

(b) construction of a bridge over the bypass, identified as bridge 16 on the bridge overview plan and bridge plans;

(c) shared use footway/cycleway;

(d) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans; and

(e) landscaping, landscape bunding and earthworks.

Work No. 20 – ARDLEY BYPASS

Within the area shown on the works plans as Work No. 20—

The construction of the Ardley Bypass (to be classified as the B430), the general arrangement of which is shown on the highway plans, including—

(a) construction of the bypass between the Ardley roundabout (Work No. 15A) and the principal access to the main site (Work No. 11);

(b) construction of a bridge identified as bridge 07 on the bridge overview plan and bridge plans to take the Ardley Bypass over the Chiltern Main Line railway;

(c) provision of footways and shared use footway/cycleways;

(d) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans; and

(e) landscaping, landscape bunding and earthworks.

Work No. 21 – ARDLEY BYPASS PUBLIC RIGHTS OF WAY

Within the area shown on the works plans as Work No. 21—

The stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans including—

(a) provision of a route for maintenance vehicle access from the Ardley Bypass (Work No. 20) to the south side of the Chiltern Main Line at the south eastern extent of Work No. 1;

(b) removal of existing gates, stiles, signage and other means of pedestrian, cyclist and equestrian access;

(c) provision of continuous secure fencing on both sides of the Chiltern Main Line Bucknells Farm level crossing;

(d) construction of a drainage outfall from the Ardley Bypass (Work No. 20);

(e) construction of a new bridge for the diverted bridleway, including for private vehicle rights, over the private railway (Work No. 2) identified as bridge no. 09 on the bridge overview plan; and

(f) works to upgrade parapets on the existing bridge over the Chiltern Main Line railway identified as bridge no. 08 on the bridge overview plan.

Work No. 22 – M40 JUNCTION 9

Within the area shown on the works plans as Work No. 22—

The alteration of M40 Junction 9, the general arrangement of which is shown on the highway plans, including—

(a) widening of the A34 northbound approach to the roundabout providing an additional lane on the roundabout for traffic from the A34 northbound to M40 northbound;

(b) widening of the M40 northbound exit to three lanes followed by a lane drop to two lanes; and

(c) stopping up of public rights of way as shown on the access and rights of way plans.

Work No. 23 – MIDDLETON STONEY RELIEF ROAD

Within the area shown on the works plans as Work No. 23—

The construction of the Middleton Stoney Relief Road the general arrangement of which is shown on the highway plans including—

(a) construction of the relief road connecting to the Heyford Park Link Road (Eastern Section) (Work No. 12B);

(b) construction of a roundabout at the B4030 / Middleton Road junction;

(c) construction of a bridleway underpass under the Middleton Stoney Relief Road identified as bridge 19 on the bridge overview plan and bridge plans;

(d) construction of a bridge over the Gagle Brook identified as bridge 20 on the bridge overview plan and bridge plans;

(e) alterations to the existing bridge over the Gagle Brook identified as bridge no. 21 on the bridge overview plan;

(f) provision of a shared use footway/cycleway along the Middleton Stoney Relief Road and connecting to the cycle link to Middleton Road provided as part of Work No. 24;

(g) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans; and

(h) landscaping, landscape bunding and earthworks.

Work No. 24 – MIDDLETON ROAD

Within the area shown on the works plans as Work No. 24—

The alteration of Middleton Road the general arrangement of which is shown on the highway plans including—

(a) alterations to Middleton Road to provide a shared use facility for pedestrians, cyclists and equestrians over the M40 bridge (identified as bridge 22 on the bridge overview plan) with signalisation of Middleton Road over the bridge;

(b) works north and south of the M40 bridge to connect the shared use facility into the existing bridleways; and

(c) minor realignment of the existing bridleway north of Middleton Road as shown on the access and rights of way plans.

Work No. 25A – B430 ACTIVE TRAVEL ROUTE

Within the area shown on the works plans as Work No. 25A—

Works to the B430 corridor the general arrangement of which is shown on the highway plans including—

(a) construction of a shared use cycle track on the western side of the B430 connecting to that provided at the principal site access junction (Work No. 11) and the Heyford Park Link Road (Eastern Section) (Work No. 12B);

(b) construction of a toucan crossing; and

(c) provision of bus stops to serve the adjacent energy recovery facility.

Work No. 25B – B430 UPPER HEYFORD ROAD JUNCTION

Within the area shown on the works plans as Work No. 25B—

Works to remove the junction between the B430 and Upper Heyford Road the general arrangement of which is shown on the highway plans.

Work No. 26 – QUARRY COTTAGES TURNING HEAD AND BRIDLEWAY

Within the area shown on the works plans as Work No. 26—

Works to Quarry Cottages (Somerton Road) the general arrangement of which is shown on the highway plans including—

(a) provision of a turning head north of the Chiltern Main Line;

(b) stopping up of the lane south of the turning head and conversion of the lane to a bridleway as shown on the access and rights of way plans including work to the bridge over the Chiltern Main Line (identified as bridge 03 on the bridge overview plan); and

(c) construction of a bridleway as shown on the access and rights of way plans.

Work No. 27A – ARDLEY ROAD (MIDDLETON STONEY)

Within the area shown on the works plans as Work No. 27A—

Works on the B430 Ardley Road in Middleton Stoney the general arrangement of which is shown on the highway plans including—

(a) construction of northbound and southbound bus stops on Ardley Road; and

(b) construction of a zebra crossing with localised street lighting.

Work No. 27B – MIDDLETON STONEY CROSSROADS

Within the area shown on the works plans as Work No. 27B—

Works at the B430 / B4030 signalised junction in Middleton Stoney the general arrangement of which is shown on the highway plans including—

(a) provision of signalised pedestrian crossings within the existing signalised junction, across the B430 southern arm and B4030 western arm.

Work No. 28 – AVES DITCH (NORTH)

Within the area shown on the works plans as Work No. 28—

Works to Aves Ditch north of the Upper Heyford Former Airfield the general arrangement of which is shown on the highway plans including—

(a) improvements to the existing field accesses to provide access into the ecological mitigation area (Work No. 29); and

(b) connection to the bridleway as shown on the access and rights of way plans constructed as part of Work No. 29.

Work No. 29 – ECOLOGICAL MITIGATION AREA (MAIN SITE)

Within the area shown on the works plans as Work No. 29—

The provision of ecological mitigation works including—

(a) creation of areas of calcareous grassland, species-rich lowland meadow and other neutral grassland in close proximity to the neighbouring Ardley Cutting and Quarry SSSI;

(b) broadleaved woodland and tree planting;

(c) cereal crop providing a winter forage resource for corn bunting and other priority farmland bird species; and

(d) construction of a bridleway as shown on the access and rights of way plans connecting Work No. 28 to the bridleway constructed as part of Work No. 8.

Work No. 30 – BIODIVERSITY AND LANDSCAPING ENHANCEMENT AREA (MAIN SITE)

Within the area shown on the works plans as Work No. 30—

The provision of landscape works to the south of the Heyford Park Link Road including—

(a) earthworks to create screening bunds;

(b) matrix of other neutral grassland with broadleaved woodland stands, mixed scrub, tree groups and native hedgerow;

(c) basins for surface water attenuation (including flood alleviation related drainage infrastructure and over-deepened ditches providing further biodiversity benefits);

(d) new, stopped up and diverted footpaths, bridleways and cycle tracks as shown on the access and rights of way plans; and

(e) wildlife habitat creation and improvements.

Work No. 31 – BIODIVERSITY AND LANDSCAPING ENHANCEMENT AREA (WOODLAND PLANTING)

Within the area shown on the works plans as Work No. 31—

The provision of—

(a) broadleaved woodland planting; and

(b) native hedgerow to the north, and a tree line to the west.

Work No. 32 – ECOLOGICAL MITIGATION AREA (MIDDLETON STONEY RELIEF ROAD)

Within the area shown on the works plans as Work No. 32—

The provision of ecological mitigation works including—

(a) open area of neutral grassland with areas of mixed native scrub, tree groups;

(b) a native hedgerow and treeline; and

(c) new, stopped up and diverted footpaths and bridleways as shown on the access and rights of way plans.

Work No. 33 – CYCLE LINK TO MIDDLETON ROAD

Within the area shown on the works plans as Work No. 33—

The construction of a shared use cycle track the general arrangement of which is shown on the highway plans including—

(a) construction of the shared use cycle track connecting the Middleton Stoney Relief Road (Work No. 23) to Middleton Road (Work No. 24); and

(b) stopping up, diversion and creation of public rights of way as shown on the access and rights of way plans.

Work No. 34 – LANDFILL WORKS

Within the area shown on the works plans as Work No. 34—

Works to the waste management site to remove material for the construction of the railway works to the Chiltern Main Line (Work No. 1), private railway (Work No. 2) and the principal main site access (Work No. 11) and to relocate landfill material and reinstate the cap including—

(a) installation, removal and realignment of services and pipework;

(b) excavation and reprofiling of waste including the construction of a temporary waste slope;

(c) removal of the existing clay cap and reinstatement with a new geomembrane capping system to reduce ground infiltration;

(d) construction of containment toe-berm and the construction of a bund around the perimeter of the relocated waste;

(e) construction of temporary access slopes and internal haul road(s);

(f) installation of leachate wells;

(g) surface water drainage including swales and surface water drainage channels;

(h) sidewall engineering;

(i) construction or extension and relocation of pump chambers;

(j) extending/installing electrical power and/or a compressor;

(k) installation of new and extension of existing gas wells and associated infrastructure; and

(l) installation and relocation of monitoring boreholes.

Work No. 35 – FOUL SEWER OUTFALL TO BICESTER

Within the area shown on the works plans as Work No. 35—

The construction of a foul sewer outfall to Bicester including—

(a) construction of a foul sewer along the B4030 from the Middleton Stoney Relief Road (Work No. 23) to the A4095 / B4030 roundabout;

(b) as part of (a) the installation of the sewer over the M40 / B4030 bridge identified as bridge no. 11 on the bridge overview plan or a directional drill under the M40; and

(c) construction of a foul sewer along Middleton Stoney Road from the A4095 / B4030 roundabout to a point of connection into the existing foul sewer network to the east of the Whitelands Way roundabout.

Work No. 36 – B430 STATION ROAD

Within the area shown on the works plans as Work No. 36—

Alterations to the B430 Station Road between the Chiltern Main Line railway bridge and Upland Cottage south of Ardley the general arrangement of which is shown on the highway plans including—

(a) construction of a turning head at Upland Cottage;

(b) works to control access by vehicles to the B430 south of the turning head by provision of lockable gates with bypass arrangement for pedestrians, cyclists and horse-riders;

(c) construction of a turning head to the north of the Chiltern Main Line railway bridge; and

(d) stopping up of the B430 at the Chiltern Main Line railway bridge and conversion of the B430 to a cycle track as shown on the access and rights of way plans including work to the bridge over the Chiltern Main Line railway (identified as bridge 04 on the bridge overview plan).

Work No. 37 – ECOLOGICAL MITIGATION AREA (NORTH OF ARDLEY ROAD)

Within the area shown on the works plans as Work No. 37—

The provision of ecological mitigation works including—

(a) creation of areas of calcareous grassland;

(b) other neutral grassland;

(c) cereal crop providing a winter forage resource for corn bunting and other priority farmland bird species; and

(d) the provision of a new private means of access as shown on the access and rights of way plans.

Work No. 38 – ARDLEY TUNNEL

Within the area shown on the works plans as Work No. 38—

The works to Ardley Tunnel identified as structure J on the bridge overview plan to provide W8 loading gauge clearance through the tunnel.

Work No. 39 – A4095/B4030 ROUNDABOUT

Within the area shown on the works plans as Work No. 39—

Upgrade of the roundabout to a traffic signal-controlled gyratory the general arrangement of which is shown on the highway plans including signalised crossings for pedestrians and cyclists.

Further works

The following further works provided that such works do not give rise to any materially new or materially different significant effects on the environment that have not been assessed in the environmental statement or in any updated environmental information supplied under the 2017 EIA Regulations—

1. Within the areas shown on the works plans as Work Nos. 1 to 9 the provision of—

(a) weighbridges;

(b) internal estate roads and accesses;

(c) parking facilities for all vehicles including cycles and electric vehicles;

(d) site preparation works, site clearance, regrading and adjustments to ground levels and excavation;

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

(f) footways, cycle tracks, permissive paths for pedestrians and cyclists, bridleways, ramps, footpath linkages and crossing facilities;

(g) 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;

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

(i) demolition of existing buildings and structures as shown on the central hub demolition plan and main site demolition plan;

(j) public art;

(k) lighting;

(l) security fencing;

(m) gatehouses, barriers and closed circuit television;

(n) acoustic fencing;

(o) the clearing of and making good to existing watercourses, works to alter the course of or otherwise interfere with a watercourse;

(p) ducting;

(q) removal of existing hedgerows and making good;

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

(s) environmental mitigation;

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

(u) works to alter or remove road furniture;

(v) refurbishment works to any existing bridge;

(w) traffic signs, traffic signalling, surface course and carriageway markings, street lighting and electrical equipment;

(x) retaining walls;

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

(z) enabling works comprising—

(i) archaeological and heritage investigations;

(ii) utilities isolations;

(iii) topographic surveys; and

(iv) building and boundary control; and

(aa) sustainability issues such as material reclamation, re-use and safe disposal of site materials, and the minimisation of landfill and waste.

2. Within the areas of the highway works the provision where appropriate of—

(a) site clearance and excavation;

(b) removal of existing and creation of new private means of accesses in the locations shown on the access and rights of way plans;

(c) fencing for boundary treatment and acoustic barriers;

(d) safety barriers;

(e) surface water drainage works including swales, attenuation, outfalls, headwalls and culverting;

(f) ducting;

(g) bunds, embankments, cuttings, landscaping, earthworks and earthwork retaining structures;

(h) pavements, surface treatments, refuge islands, kerbs and channels;

(i) footways, cycle tracks, bridleways and footpath linkages;

(j) traffic signs, traffic signalling and road markings;

(k) street lighting and electrical equipment;

(l) retaining walls;

(m) motorway communications and control equipment;

(n) diversion and provision of utilities including foul water sewers;

(o) demolition of buildings and structures as shown on the main site demolition plan;

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

(q) enabling works comprising—

(i) archaeological and heritage investigations;

(ii) utilities isolations;

(iii) topographic surveys; and

(iv) building and boundary control; and

(r) sustainability issues such as material reclamation, re-use and safe disposal of site materials, and the minimisation of landfill and waste.

3. Within the area of land described on the works plans as Work Nos. 1 to 39 temporary works as necessary including but not limited to—

(a) traffic management;

(b) earthworks, trenching, ducting and stock piling of topsoil and subsoil material;

(c) statutory undertakers plant diversions;

(d) haulage roads;

(e) temporary road construction;

(f) signage and fencing;

(g) rail sidings;

(h) construction compounds including temporary buildings, welfare facilities, batching plants, storage and parking areas; and

(i) drainage systems.

4. Such other works as may be necessary or expedient for the purpose of or in connection with the construction, operation or maintenance of the authorised development.

SCHEDULE 2

Article 3

REQUIREMENTS

PART 1

REQUIREMENTS

Interpretation

1. In this Part of this Schedule—

"archaeological mitigation strategy" means the document of that description referred to in Schedule 16 and certified as the archaeological mitigation strategy by the Secretary of State for the purposes of this Order;

"Ardley trackways technical note" means the document of that description referred to in Schedule 16 and certified as the Ardley trackways technical note by the Secretary of State for the purposes of this Order;

"biodiversity enhancement works" means new planting and other forms of habitat creation or enhancement of existing ecological features to contribute towards delivery of net gains in biodiversity through either or both increased areas of habitat, or improved quality of habitat within the Order limits;

"carbon management plan" means the document of that description referred to in Schedule 16 and certified as the carbon management plan by the Secretary of State for the purposes of this Order;

"central hub works" means the works comprised in Work No. 9;

"central hub design approach document" means the document of that description referred to in Schedule 16 and certified as the central hub design approach document by the Secretary of State for the purposes of this Order;

"component of the authorised development on the main site" means the components listed in requirement 4 (components of development and phasing);

"CEMP" means the document of that description referred to in Schedule 16 and certified as the construction and environmental management plan by the Secretary of State for the purposes of this Order;

"CTMP" means the document of that description referred to in Schedule 16 and certified as the construction traffic management plan by the Secretary of State for the purposes of this Order;

"ecological mitigation works" means the provision of ecological mitigation including the relocation and translocation of hedgerows, grassland translocation, provision of bat boxes and creation of wildlife ponds and artificial badger setts;

"employment scheme" means a scheme for the provision of employment and training for those employed at the authorised development comprising—

(a) details of how the initial employment opportunities at the authorised development will be advertised and how liaison with the local planning authority and Oxfordshire County Council or any successor bodies in respect of such functions will take place with the objective of maximising access to information about such employment opportunities for the local workforce and, in particular, unemployed persons;

(b) details of how training and volunteering opportunities will be provided for employees;

(c) details of an apprenticeship scheme;

(d) details of measures to be taken to provide college and/or work placement opportunities for students and unemployed persons within the locality;

(e) other measures where appropriate (including but not limited to)—

(i) a recruitment and training programme for construction employees with a focus on the job centres in locations where employment deprivation has been identified;

(ii) provision of skills training;

(iii) preference to be given to procurement of local products and services where efficient, cost effective and lawful; and

(iv) details of the reporting and monitoring of the above measures;

"energy strategy" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the energy strategy for the purposes of this Order;

"flood risk assessment" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the flood risk assessment for the purposes of this Order;

"framework travel plan" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the framework travel plan for the purposes of this Order;

"HGV routeing strategy" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the HGV routeing strategy for the purposes of this Order;

"habitat management and monitoring plan" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the habitat management and monitoring plan for the purposes of this Order;

"landfill works" means the works comprised in Work No. 34;

"landfill reprofiling technical note" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the landfill reprofiling technical note for the purposes of this Order;

"main site design approach document" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the main site design approach document for the purposes of this Order;

"occupation" means occupation of the authorised buildings other than for the purpose of constructing, fitting out, commissioning or site security and for the purpose of this definition, "authorised buildings" means any buildings erected as part of the authorised development;

"outline lighting strategy" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the outline lighting strategy for the purposes of this Order;

"outline odour management plan" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the outline odour management plan for the purposes of this Order;

"public transport strategy" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the public transport strategy for the purposes of this Order;

"sustainable drainage statement (main site)" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the sustainable drainage statement (main site) for the purposes of this Order;

"sustainable transport strategy" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the sustainable transport strategy for the purposes of this Order;

"sustainable transport working group" means the group established pursuant to the provisions set out in Part 3 of this Schedule; and

"water framework directive assessment" means the document of that description referred to in Schedule 16 and certified by the Secretary of State as the water framework directive assessment for the purposes of this Order.

Time limit

2. The authorised development must commence no later than the expiration of five years beginning with the date on which this Order comes into force.

Approved details and amendments to them

3.—(1) With respect to any requirement which requires details to be submitted in accordance with a plan or document listed in requirement 1, the local planning authority may approve an amendment or variation to such a document or plan in writing in accordance with sub-paragraph (3).

(2) With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved by the local planning authority, the authorised development must be carried out in accordance with those details as approved unless an amendment or variation has previously been approved in writing by the local planning authority in accordance with sub-paragraph (3).

(3) Any amendments to or variations from documents or approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the local planning authority that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(4) The approved details must be taken to include any amendments that may subsequently be approved in writing by the local planning authority.

Components of development and phasing

4. No component of the authorised development on the main site is to commence until details of the phasing of that component have been submitted to and approved in writing by the local planning authority. The components for the purposes of this Part of this Schedule are—

(a) earthworks;

(b) rail terminal and related infrastructure;

(c) private estate roads within the main site;

(d) surface water and foul drainage;

(e) development plots;

(f) landscape works;

(g) biodiversity enhancement works;

(h) ecological mitigation works;

(i) the central hub works; and

(j) permanent signage within the main site.

Rail

5. No more than 232,258 square metres of warehouse (including ancillary office floor space but not including mezzanine floor space) to be provided as part of the authorised development may be occupied until the rail freight terminal which is capable of handling a minimum of four 775 metre trains per day and the associated rail infrastructure required for those purposes has been constructed and is available for use.

Sustainable transport and travel plan

6.—(1) The provisions of the framework travel plan or any variation of such plan agreed by the sustainable transport working group must be complied with at all times following the commencement of the authorised development unless otherwise agreed in writing by the local planning authority.

(2) Prior to the occupation of each individual warehouse unit an occupier-specific travel plan is to be submitted to, and approved in writing by, the local planning authority. Each occupier-specific travel plan must be in accordance with the framework travel plan or any approved variation thereto pursuant to sub-paragraph (1) and must be complied with at all times following the occupation of the relevant warehouse unit to which it relates.

(3) The sustainable transport strategy must be implemented and complied with following the first occupation of any warehouse floorspace on the authorised development.

(4) The public transport strategy must be implemented and complied with following the first occupation of any warehouse floorspace on the authorised development.

(5) Where in the framework travel plan or public transport strategy reference is made to employees in the context of sustainable transport measures then that reference must be construed as including all persons attending the authorised development as their usual place of work and is not to be confined solely to persons who are directly employed by an occupier of the authorised development.

(6) The undertaker must use reasonable endeavours to maximise the use of Euro VI compliant HGV fleets operated by occupiers of the warehouse units which visit those warehouses.

(7) Prior to the commencement of the construction of any warehousing, the undertaker must establish the sustainable transport working group in accordance with the provisions of Part 3 of this Schedule (membership, role and protocol of the sustainable transport working group).

(8) The membership, role and protocol of the sustainable transport working group will be as set out in Part 3 and the group will be administered by the undertaker, and operated, in accordance with the provisions of Part 3 of this Schedule.

(9) The sustainable transport working group is to continue its duties until the expiry of five years from full occupation of the authorised development unless otherwise agreed with the local planning authority.

(10) In this paragraph "Euro VI compliant" means compliant with the Euro VI standard for the vehicle in question contained in Regulation (EC) No 595/2009.

Design and phasing of highway works

7. The highway works must be carried out in accordance with details first submitted to and approved by the relevant highway authority in accordance with the provisions of Parts 2 and 3 of Schedule 14 (protective provisions).

8.—(1) Subject to sub-paragraphs (2), (3), (4), (5) and (6), the undertaker must complete the highway works identified in columns (1) and (2) of the following table, so that such highway works are available for use by the public, by no later stage than the stage of the authorised development as set out in column (3) of that table below or such alternative later stage as agreed by the relevant body or bodies identified in column (4) or such successor body as may replace them in function.

(1) *Work No. as described in Schedule 1*	*(2)* *Description*	*(3)* *Stage of Development*	*(4)* *Relevant highway authority*
10	Chilgrove Drive	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
11	Principal access to the main site	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
12A	Heyford Park link road (western section of the link road)	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
12B	Heyford Park link road (eastern section)	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	Local highway authority
13A	Aves Ditch Bridleway connection	To be completed prior to the occupation of the first warehouse	Local highway authority
13B	Camp Road/Chilgrove Drive junction	To be completed prior to the occupation of the first warehouse to be occupied subject to sub-paragraph (3)	Local highway authority
14A	M40 Junction 10 (Phase 1)	To be completed prior to the occupation of the first warehouse to be occupied	National Highways
14B	M40 Junction 10 (Phase 2)	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	National Highways
15A	A43 trunk road (Phase 1)	To be completed prior to the occupation of the first warehouse to be occupied	National Highways
15B	A43 trunk road (Phase 2)	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	National Highways
16	A43 Baynard's Green Junction	To be completed prior to the occupation of the first warehouse to be occupied subject to sub-paragraphs (4) and (5)	National Highways
16A	A43 Baynard's Green Junction Alternative	To be completed prior to the occupation of the first warehouse to be occupied; or to be commenced within one year of completion of the works referred to in sub-paragraph (4) and subject to sub-paragraph (5) whichever is the later	National Highways
17	B4100	To be completed prior to the occupation of the first warehouse to be occupied subject to sub-paragraph (4)	Local highway authority
18	B430 south of Ardley roundabout	To be completed prior to the occupation of the first warehouse to be occupied	Local highway

			authority
19	Ardley Road	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
20	Ardley Bypass	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
21	Ardley Bypass Public Rights of Way	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
22	M40 Junction 9	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	National Highways
23	Middleton Stoney Relief Road	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	Local highway authority
24	Middleton Road	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
25A	B430 Active Travel Route	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
25B	B430 Upper Heyford Road junction	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	Local highway authority
26	Quarry Cottages turning head and bridleway	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
27A	Ardley Road (Middleton Stoney)	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
27B	Middleton Stoney crossroads	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	Local highway authority
28	Aves Ditch (North)	To be completed prior to the occupation of the first warehouse to be occupied	Local highway authority
33	Cycle link to Middleton Road	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	Local highway authority
36	B430 Station Road	To be completed prior to the occupation of	Local

		the first warehouse to be occupied	highway authority
39	A4095 / B4030 roundabout	To be completed prior to the occupation of more than 185,806 square metres of warehousing (and if such warehousing includes mezzanine floorspace, no more than 61,967 square metres of mezzanine floorspace) to be occupied	Local highway authority

(2) Work No. 7B must be completed prior to the completion of Work No. 12A.

(3) The undertaker is not obliged to undertake Work No. 13B if a third party has commenced construction of works at the Chilgrove Drive / Camp Road junction identified on the highway plans (Document 2.7D) as required by local planning authority planning permission reference 18/00825/HYBRID (or any approved variation thereto or any other planning permission which requires the same or similar to those works at that junction and whether or not such planning permission is granted on appeal) prior to the stage of development specified in column (3) of the table at sub-paragraph (1) above.

(4) The undertaker is not obliged to undertake Work Nos. 16 and 17 if a third party has obtained planning permission pursuant to local planning authority application references 21/03268/OUT, 21/03267/OUT, 21/03266/F or 22/01340/OUT and commenced construction of works at the A43 Baynard's Green junction (including works to the B4100) in accordance with any of those permissions (or any approved variation thereto or any other planning permission which requires the same or similar to those works at that junction and whether or not such planning permission is granted on appeal) prior to the stage of development specified in column (3) of the table at sub-paragraph (1) above.

(5) The undertaker is only obliged to undertake Work No. 16A in the event that the third party works referred to in sub-paragraph (4) are completed.

(6) The undertaker is not obliged to undertake any individual work specified in sub-paragraph (1) or (2) where—

(a) the undertaker has agreed with the local planning authority and the relevant highway authority that an alternative to that work has been proposed which will mitigate the effect of the authorised development at the location of that work; and

(b) the local planning authority and the relevant highway authority agree that such alternative work should be carried out in lieu of the individual work specified in sub-paragraph (1) or (2), and either—

(i) an agreement for carrying out that alternative work has been entered into between the relevant highway authority and a third party; or

(ii) the undertaker has entered into an agreement with the relevant highway authority in relation to the carrying out of that alternative work and unless otherwise agreed, Parts 2 and 3 (as relevant) of Schedule 14 will apply to such alternative works.

(7) In this paragraph, "complete" means the completion of the relevant highway works as evidenced by the issue of a provisional certificate pursuant to paragraph 8 of Part 2 of Schedule 14 or a provisional certificate (phase) pursuant to paragraph 12 of Part 3 of Schedule 14 as appropriate and "completed" is to be construed accordingly.

Detailed design approval

9.—(1) The details of each component of the authorised development on the main site referred to in requirement 4 (components of development and phasing) must be in accordance with the parameters plan and the principles set out in the design code included at section 7 of the main site design approach document.

(2) No component of the authorised development on the main site (excluding ecological mitigation works) is to commence until the details of that component have been submitted to and approved in writing by the local planning authority. The details of each component must include details of the following where they are located within that component—

(a) rail infrastructure and rail freight terminal;

(b) embankments and bunds;

(c) hard landscaping, cycle tracks, footpaths and bridleways;

(d) surface and foul drainage;

(e) bridges identified as bridge nos. 02, 05 and 09 on the bridge overview plan;

(f) cycle, motorcycle and vehicle parking;

(g) built development design and layout (including external materials and sustainable energy measures);

(h) location and quantum of bin stores;

(i) site levels and finished floor levels;

(j) estate roads;

(k) weighbridges;

(l) gatehouses;

(m) height barrier at the entrance to the main site preventing HGV right turn movement;

(n) HGV parking and welfare facilities and refuelling;

(o) rising barriers;

(p) ANPR;

(q) permanent signage within the main site;

(r) any temporary means of enclosure;

(s) fencing, walls and other means of enclosure (including acoustic fencing);

(t) design of access points to public rights of way to deter any unauthorised use;

(u) location of interpretation boards;

(v) substations; and

(w) telecommunication masts.

(3) 25% of the total number of car parking spaces to be provided within the authorised development are to be equipped with electric vehicle charging points.

(4) The authorised development must be carried out in accordance with the details as approved in writing by the local planning authority from time to time.

Construction environmental management plan

10.—(1) No part of the authorised development is to commence until a phase-specific construction environmental management plan ("P-CEMP") for that part of the authorised development, drafted in accordance with the principles set out in the CEMP, has been submitted to and approved in writing by the local planning authority or, where the P-CEMP relates to the highway works, the relevant highway authority.

(2) Each P-CEMP must include the following matters, where relevant to the phase concerned—

(a) the appointment of an ecological clerk of works, the role of which is described in the CEMP;

(b) details of the methods to control noise and vibration arising from construction activities, including—

(i) proposals for monitoring of construction noise and vibration; and

(ii) a noise and vibration management plan, including mitigation measures or alternative working practices where required to minimise or avoid adverse effects;

(c) a dust management plan setting out the methods to be used to control dust from the site, including vehicle and/or wheel-washing prior to vehicles rejoining the public highway, and details of any dust monitoring proposed;

(d) details of all temporary fencing, temporary buildings, temporary compound areas and temporary parking areas including arrangements for their removal following completion of construction;

(e) an arboriculture method statement detailing measures to protect retained trees and hedgerows, and the method statement for any translocation of hedges, including details of built development and construction buffers and root protection areas;

(f) measures to protect the safety and amenity of public rights of way users during construction;

(g) details of any precautionary measures required to protect habitats and species on site, including the timing of vegetation clearance and groundworks, buffers around watercourses, and any specific method statements required with regard to protected species;

(h) details of existing and proposed landscaping which needs to be protected during construction, including any veteran trees outside the Order limits;

(i) details of areas to be used for the storage of fuel, oil and other chemicals, including measures to prevent pollution;

(j) details of temporary advertisement signage;

(k) details of any temporary surface water management system including measures to prevent sediment mobilisation to nearby watercourses and any relevant sensitive off-site ecological receptors;

(l) details of any groundwater contamination mitigation or prevention measures;

(m) an earthworks specification, remediation strategy and verification report informed by ground investigation work;

(n) proposals for the disposal of asbestos, if required;

(o) details of site rules, and regular communication with the community during construction of that phase;

(p) details of any temporary or task lighting;

(q) details of any construction access from the public highway;

(r) a construction HGV traffic routeing strategy for that phase which must accord with the principles of the CTMP;

(s) a site waste management plan for that phase; and

(t) a materials management plan for that phase.

(3) Each P-CEMP is to be reviewed and updated if necessary to address unacceptable impacts arising from construction works. Each P-CEMP (and any revision to it) must be submitted by the undertaker for approval in writing by the local planning authority or, where the P-CEMP (or revision) relates to the highway works, the relevant highway authority.

(4) All construction works must be carried out in accordance with the relevant P-CEMP as approved in writing by the local planning authority or, where the P-CEMP relates to the highway works, the relevant highway authority.

Provision of landscaping

11. No component of the authorised development on the main site which includes landscaping is to commence until a landscaping scheme for that component has been submitted to and approved in writing by the local planning authority. The landscaping scheme must be carried out in accordance with the parameters plan and the habitat management and monitoring plan and in

accordance with the landscaping principles established in the main site design approach document and must include details of all proposed soft landscaping works, including—

(a) location, number, species, size, layout, method of trees' support, plant protection measures and planting density of any proposed planting;

(b) cultivation, importation of materials and other operations to ensure plant establishment;

(c) details of existing trees to be retained, with measures for their protection during the construction period in accordance with British Standard 5837:2012, "Trees in relation to Design, Demolition and Construction Recommendations", and to include a schedule of remedial tree works to be carried out in accordance with British Standard 3998:2010, "Tree Works Recommendations", prior to construction commencing;

(d) details of ecological mitigation; and

(e) implementation timetable.

Habitat management and monitoring plan and biodiversity net gain

12.—(1) The authorised development must provide no less than an overall 10% biodiversity net gain.

(2) No part of the authorised development which includes ecological mitigation works is to commence until a phase-specific habitat management and monitoring plan ("P-HMMP") for that part of the authorised development, drafted in accordance with the principles set out in the habitat management and monitoring plan, has been submitted to and approved in writing by the local planning authority.

(3) The authorised development must be carried out in accordance with the relevant P-HMMP as approved in writing by the local planning authority.

(4) The ongoing management and maintenance of the green infrastructure (as described in the habitat management and monitoring plan) following its completion must be agreed in writing with the local planning authority prior to the occupation of any warehouse, such management and monitoring must be in accordance with the principles set out in the habitat management and monitoring plan and must be carried out as approved.

Earthworks

13.—(1) No component of the authorised development on the main site, which includes earthworks, is to commence until details of—

(a) an earthworks strategy including a soil management plan for the protection of soils;

(b) an earthworks specification;

(c) cutting slopes and embankment design that would accord with the approved earthworks specification;

(d) the extent of any material to be temporarily stored within the main site; and

(e) any surplus material to be removed from the main site for disposal or material to be imported to the main site,

for that component have been approved in advance and in writing by the local planning authority.

(2) All earthworks must be carried out in accordance with the details as approved in writing by the local planning authority.

(3) Earthworks details in phases relevant to zones A4, A5, B and C as shown on the parameters plan must include details confirming the scope of a watching brief by a palaeontologist in accordance with the principles set out in the Ardley trackways technical note.

Archaeology

14. The programme of archaeological excavation, recording, analysis, reporting and publication must be in accordance with the archaeological mitigation strategy.

Central hub

15.—(1) No part of the central hub works must commence until a scheme for such part detailing—

(a) the proposed use for any building on that part of the central hub works;

(b) the built development, design and layout of new and retained buildings;

(c) external materials;

(d) landscaping and design of outside spaces;

(e) any proposed sustainable energy measures;

(f) lighting;

(g) access;

(h) cycle, motorcycle and vehicle parking arrangements; and

(i) means of enclosure,

has been approved in advance and in writing by the local planning authority.

(2) The scheme submitted pursuant to sub-paragraph (1) must be in accordance with the principles set out in the central hub design approach document.

(3) The threshing barn works must be carried out in accordance with the listed building drawings.

(4) In this paragraph "threshing barn works" means the restoration and redevelopment of the threshing barn located within the central hub on the main site forming part of the central hub works as detailed on the listed building drawings.

Lighting details

16.—(1) Prior to the commencement of each component of the authorised development on the main site which includes permanent lighting, details of the proposed permanent external lighting in that component must be submitted to and approved in writing by the local planning authority. The lighting details must accord with the principles established in the outline lighting strategy.

(2) The approved lighting details must be implemented and maintained as approved in writing by the local planning authority during operation of the authorised development.

(3) The details submitted under this requirement must include details of any lighting on any gantry cranes included in the component concerned.

Building sustainability

17. No construction of a warehouse must start until a BREEAM Pre-Assessment Report based upon the BREEAM version 7 has been submitted to and approved in writing by the local planning authority demonstrating that the warehouse concerned is expected to achieve at least a BREEAM "Excellent" rating (BREEAM version 7 "Excellent").

Energy strategy

18. The authorised development must comply with the energy strategy.

Carbon Management Plan

19. The authorised development must be carried out in accordance with the carbon management plan.

Flood risk and surface water drainage

20. The authorised development must be carried out in accordance with the mitigation measures detailed within the flood risk assessment and the water framework directive assessment, or be

carried out in accordance with any variation to these measures agreed in writing with the Environment Agency and the local planning authority in consultation with the lead local flood authority.

21.—(1) No component of the authorised development on the main site, which includes surface water drainage, must commence until a surface water drainage scheme for that component based on sustainable drainage principles has been submitted to and approved in writing by the local planning authority in consultation with the lead local flood authority. The scheme must be in accordance with the sustainable drainage statement (main site) and must be informed by additional infiltration testing in accordance with BRE standard 365 "Soakaway design", the extent of which is to be approved in advance by the lead local flood authority, the aim of which is to identify the maximum extent of reliance upon infiltration in accordance with the drainage hierarchy set out in the sustainable drainage statement (main site).

(2) The surface water drainage scheme must be implemented and maintained for the operational life of the development in accordance with the details approved by the local planning authority in consultation with the lead local flood authority or in accordance with any variations to those details agreed in writing by the local planning authority in consultation with the lead local flood authority.

22. Any element of the authorised development which directly affects any floodplain must not be commenced until such time as a floodplain compensation scheme has been submitted to and approved in writing by the local planning authority in consultation with the lead local flood authority. The scheme must accord with the principles established in the flood compensation measures set out in the drainage strategy contained within the flood risk assessment. Except for the floodplain compensation scheme itself, no above-ground part of the authorised development in any floodplain may be commenced until the relevant compensation scheme has been implemented in full. The scheme must be fully implemented and subsequently maintained in accordance with the timing and phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed in writing by the local planning authority in consultation with the lead local flood authority.

Foul water drainage

23.—(1) Prior to the commencement of the authorised development on the main site, excluding earthworks, landscape works, biodiversity enhancement works, ecological mitigation works and permanent signage, a foul water drainage strategy must be submitted to and approved in writing by the local planning authority.

(2) Except where it is constructed in accordance with the approved foul water drainage strategy, no component of the authorised development on the main site, excluding earthworks, landscape works, biodiversity enhancement works, ecological mitigation works and permanent signage, is to commence until written details of the foul water drainage system for that component have been submitted to and approved in writing by the local planning authority. Such details must be implemented as approved by the local planning authority.

HGV Routeing Strategy

24. The HGV routeing strategy must be complied with at all times.

Construction hours

25.—(1) Subject to sub-paragraphs (2), (3) and (4), construction and demolition works on the main site (which for the purposes of this requirement excludes archaeological investigations and any non-intrusive internal fit-out works but does include start up and shut down and deliveries) must not take place other than between 07:00 and 19:00 hours on weekdays and 07:00 and 16:00 hours on Saturdays and not at all on Sundays nor on public holidays, unless otherwise agreed in writing by the local planning authority.

(2) The restrictions in sub-paragraph (1) do not apply to construction or demolition works where these—

(a) are pre-planned construction works to highway or rail infrastructure requiring possessions where first notified to the local planning authority and local residents;

(b) are carried out within existing buildings or buildings constructed as part of the authorised development;

(c) are carried out with the prior approval of the local planning authority;

(d) are oversize deliveries or deliveries where daytime working would be disruptive due to normal traffic operation;

(e) are overnight traffic management measures;

(f) are works to complete an operation that would otherwise cause greater interference with the environment and the general public if left unfinished;

(g) are associated with an emergency; or

(h) are works which do not give rise to noise or vibration which cause an adverse impact at the boundary of the main site.

(3) Regardless of sub-paragraph (1), no piling operations are to take place before 08:00 and after 18:00 hours on weekdays or before 08:00 and after 13:00 on Saturdays, and not at all on Sundays nor on public holidays, unless otherwise agreed in writing by the local planning authority.

(4) Regardless of sub-paragraph (1), no reprofiling operations as detailed within Work No. 34 are to take place before 08:00 and after 18:00 hours on weekdays or before 08:00 and after 16:00 on Saturdays, and not at all on Sundays nor on public holidays, unless otherwise agreed in writing by the local planning authority.

(5) Any emergency works carried out under sub-paragraph (2)(g) must be notified to the local planning authority within 72 hours of their commencement.

Control of operational noise

26.—(1) Prior to installation, details of all mechanical and ventilation plant and any other noise-making machinery, or mobile plant (including HGV chiller units) that is intended to be used at any of the warehouses or other buildings within the main site, must be submitted to and approved in writing by the local planning authority. This will include an assessment of the expected noise impact at relevant receptors in accordance with BS4142:2014+A1:2019 Methods for rating and assessing industrial and commercial sound (or such other amendment or replacement of such documents as shall apply at the time of submission of the relevant application). The assessment will consider noise from the proposed plant and machinery to demonstrate compliance with government and local policy on noise. The installation of all mechanical and ventilation plant and any other noisemaking machinery must be carried out in accordance with the approved details. Any fixed plant or ventilation equipment must be installed and operated in accordance with manufacturers' instructions at all times.

(2) Prior to their use, details of any reach stackers that will be used within the main site must be submitted to the local planning authority demonstrating that they have a maximum operational sound power level of 108 dB(A), unless it can be demonstrated by further assessment that operational activities can be undertaken using equipment that has a greater sound power level, and that the resulting noise levels at the receptor locations identified in the environmental statement would comply with government and local policy on noise. Any assessment must be undertaken in accordance with BS 4142:2014+A1:2019 (or such other amendment or replacement of such documents as apply at the time of submission of the assessment) and must consider the cumulative noise levels and effects of all relevant operational sources at the main site.

Construction Odour

27.—(1) The landfill works must not commence until a detailed odour management plan has been submitted to and agreed in writing with the local planning authority.

(2) The detailed odour management plan submitted in accordance with sub-paragraph (1) must be in accordance with the principles of the outline odour management plan.

(3) The landfill works must be carried out in accordance with the detailed odour management plan.

Contamination risk

28. If, during the course of construction, previously unidentified contamination is discovered, construction must cease within the identifiable perimeters of the area in which the suspected contamination is located within the Order limits and the contamination must be reported in writing to the local planning authority within 10 working days. Prior to the recommencement of construction on that localised area of land within the Order limits, suitable investigation and risk based land contamination assessment for the discovered contamination (to include any required amendments to the remedial scheme and verification plan) must be submitted to and approved in writing by the local planning authority in consultation with the Environment Agency. The authorised development must then be implemented in accordance with the details approved by the local planning authority and, unless otherwise agreed in writing by the local planning authority, retained as such in perpetuity.

29.—(1) Prior to the use of any part of the completed authorised development if a remediation scheme and verification plan were agreed under requirement 28 for the relevant part of the completed authorised development, a verification investigation must be undertaken in line with the agreed verification plan for any works outlined in the remedial scheme and a report showing the findings of the verification investigation relevant to that part of the authorised development must be submitted to and approved in writing by the local planning authority in consultation with the Environment Agency.

(2) The verification investigation report must—

(a) contain a full description of the works undertaken in accordance with the agreed remedial scheme and verification plan;

(b) contain results of any additional monitoring or testing carried out between the submission of the remedial scheme and the completion of remediation works;

(c) contain movement permits for all materials taken to and from the land within the Order limits and a copy of the completed site waste management plan if one was required;

(d) contain test certificates of imported material to show that it is suitable for its proposed use;

(e) demonstrate the effectiveness of the approved remedial scheme; and

(f) include a statement signed by the undertaker, or the approved agent, confirming that all the works specified in the remedial scheme have been completed.

Landfill works

30.—(1) The landfill works must not commence until any necessary permit arrangements have been approved by the Environment Agency.

(2) The landfill works must be carried out in accordance with the principles of the landfill reprofiling technical note.

Employment

31.—(1) Prior to the commencement of the construction of any part of the authorised development, excluding ecological mitigation works, an employment scheme in respect of employees to be involved in the construction of that part of the authorised development must be submitted to and approved in writing by the local planning authority.

(2) Prior to the occupation of each warehouse to be occupied, and any subsequent change in occupation of any warehouse, an employment scheme, in respect of employees to be employed in that warehouse, must be submitted to and approved in writing by the local planning authority.

(3) The approved employment schemes in respect of employees to be involved in construction of the authorised development and in each warehouse must be implemented and complied with at all times.

Community liaison group

32.—(1) Prior to the commencement of the authorised development the undertaker must establish a community liaison group to facilitate liaison between various bodies and the community in relation to the construction and operation of the authorised development.

(2) The following parties must be provided with the opportunity to participate in the community liaison group—

(a) the undertaker;

(b) the local planning authority;

(c) the relevant highway authorities;

(d) representatives from relevant parish councils; and

(e) any other stakeholder that the local planning authority and the undertaker wish to attend.

(3) The community liaison group must be administered by the undertaker.

(4) The community liaison group is to continue to meet until the expiry of five years from full occupation of the authorised development unless otherwise agreed with the local planning authority.

PART 2

PROCEDURE FOR DISCHARGE OF CERTAIN APPROVALS

Applications made for certain approvals

1.—(1) Where an application has been made to a discharging authority for any consent, agreement or approval required or contemplated by any of the provisions 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, 40 business days 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, 40 business days from the day immediately following that on which the 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 Part of 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 it must, within 15 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the discharging authority does not give such notification as specified in sub-paragraph (2) it is to be deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

Fees

3.—(1) Where an application is made to the discharging authority for consent, agreement or approval in respect of a requirement pursuant to Part 1 of this Schedule, the fee that would have been payable had the fee been determined under the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012, as though the application were a reserved matters application, is to be paid to that authority.

(2) Any fee paid under this Part of this Schedule must be refunded to the undertaker within 42 days of—

(a) the application being rejected as invalidly made; or

(b) the discharging authority failing to determine the application within the decision period as determined under paragraph 1, unless within that period the undertaker agrees, in writing, that the fee is to be retained by the discharging authority and credited in respect of a future application.

Appeals

4.—(1) The undertaker may appeal in the event that—

(a) the discharging authority refuses an application for any consent, agreement or approval required or contemplated by any of the provisions of 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 specified in paragraph 1;

(c) on receipt of a request for further information under paragraph 2 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) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultees;

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal ("the appointed person") (appointed by the Planning Inspectorate on behalf of the Secretary of State) and must 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 consultees must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under sub-paragraph (2)(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 20 business days of receipt of written representations under sub-paragraph (2)(d).

(3) The appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(4) The appointment of the person pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(5) If the appointed person considers that further information is necessary to enable consideration of the appeal the appointed person must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(6) Any further information required under sub-paragraph (5) is to 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.

(7) On an appeal under this paragraph, the appointed person may—

(a) allow or dismiss the appeal;

(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

(c) may deal with the application as if it had been made to the appointed person in the first instance.

(8) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the prescribed time limits, or set by the appointed person under this paragraph.

(9) The appointed person may proceed to a decision even though no written representations have been made within the prescribed 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.

(10) The decision of the appointed person on an appeal is to be final and binding on the appeal parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(11) If an approval is given by the appointed person under this Part of this Schedule, it is deemed to be an approval for the purpose of any consent, agreement or approval required under the Order or for the purpose of Part 1 of this Schedule (requirements) 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) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(12) Except where a direction is given under sub-paragraph (13) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person are to be met by the undertaker. The costs of the appointed person are calculated based on the applicable day rate for a Single Inspector as if he or she were appointed under s78/ s79 of the 2008 Act. See the National Infrastructure Planning website for more information.

(13) 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 published by the Department for Communities and Local Government on 6th March 2014 or any circular or guidance which may from time to time replace it.

Interpretation of this Part of this Schedule

5. In this Part of this Schedule—

"the appeal parties" means the discharging authority, the undertaker and any requirement consultees;

"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; and

"requirement consultee" means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement.

PART 3

MEMBERSHIP, ROLE AND PROTOCOL OF THE SUSTAINABLE TRANSPORT WORKING GROUP

1.—(1) The Sustainable Transport Working Group ("STWG") will comprise representatives of—

(a) the undertaker, who will normally take the Chair;

(b) the local highway authority;

(c) each of the district planning authorities within whose administrative area the Order limits lie;

(d) National Highways;

(e) interested railway or bus operators (non-voting);

(f) travel plan co-ordinators for the individual warehouses (non-voting); and

(g) such other interested parties, stakeholders and expert bodies whose attendance members of the STWG may from time to time believe to be beneficial (non-voting),

except that if at the time the STWG is constituted or any time thereafter a unitary authority is established then the representatives in sub-paragraphs (b) and (c) will be replaced by both a highway representative of the unitary authority for the area within which the authorised development is situated, and a planning representative of the unitary authority for the area within which the authorised development is situated.

(2) In the event that a mayoral strategic authority is established and all or part of the Order limits lie within the administrative area of that authority, the STWG agree that the mayoral strategic authority will be a voting member of the STWG, if it so elects.

(3) The role of the STWG will be—

(a) to oversee the delivery of the framework travel plan and the public transport strategy;

(b) to review the public transport services serving the authorised development in light of levels of usage and timing of provision with the objective of maximising usage as set out in the public transport strategy;

(c) to oversee the work of the area-wide Travel Plan Co-ordinator appointed under the provisions of the framework travel plan, receiving the monitoring and review reports on the performance of the framework travel plan and public transport strategy and recommending further action to maximise sustainable travel patterns in connection with the authorised development as deemed necessary;

(d) to consider all occupier-specific travel plans submitted pursuant to requirement 6(2) (sustainable transport and travel plan) and to advise the relevant planning authority on their consistency with, and support for, the agreed measures and targets in the framework travel plan and public transport strategy;

(e) to participate in any reviews of the framework travel plan and the public transport strategy; and

(f) to monitor compliance with the HGV routeing strategy.

2.—(1) The STWG will be administered by the undertaker in accordance with the following protocol.

(2) Meetings of the STWG will be convened, administered and serviced by the area-wide Travel Plan Co-ordinator appointed under the provisions of the framework travel plan.

(3) Meetings will take place at not more than 6 monthly intervals in a venue provided by the undertaker (or such other frequency, place and timing as the STWG members may subsequently agree upon).

(4) Not less than ten clear working days' notice of meetings will be given to all parties accompanied by an agenda and background papers with relevant information for the matters to be considered.

(5) All members will have the right to propose an item to be discussed at the meeting under urgent business.

(6) A meeting will only be quorate if a representative from both the local highway authority and the undertaker is present.

(7) The area-wide Travel Plan Co-ordinator must minute each meeting and circulate copies of the minutes as soon as practical to all invited parties. Such minutes, once confirmed at the subsequent meeting, will become a matter of public record, subject to redaction of individual items of commercial or personal confidentiality.

(8) The STWG will at all times be free to consult with other relevant authorities and bodies and will at the election of any member be at liberty to invite persons to attend meetings in a non-voting capacity.

3. Decisions of the STWG are to be taken on a majority vote with each voting member of the STWG present having a single vote. In the event of a vote causing an impasse, or if any of the voting members disagree with the decision made and wish it to be reviewed, the decision (the "disputed decision") will be reviewed using the decision review mechanism set out in paragraph 4.

4.—(1) In the event of any disputed decision of the STWG being subject to review as provided by paragraph 3 the following protocol applies.

(2) The voting members involved in the disputed decision ("the relevant members") will attempt to resolve the matter and reach agreement on the disputed decision if possible without delay.

(3) If the relevant members are unable to resolve the matter within three weeks of the disputed decision having been taken any relevant member may, by serving notice by email and recorded delivery post on all the other relevant members ("the notice"), with a copy to all other members of the STWG, within fourteen days of the expiry of the three weeks referred to above, or later by agreement between the relevant members, refer the disputed decision to an expert ("the expert") for resolution.

(4) In order to refer the disputed decision to the expert the notice must specify—

(a) the nature, basis and brief description of the disputed decision; and

(b) the expert proposed.

(5) In the event that the relevant members are unable to agree who should be appointed as the expert within 14 days after the date of the notice then any of the relevant members may request the President of the Law Society to nominate the expert, in respect of matters of legal interpretation and the President of the Chartered Institution of Highways and Transportation in respect of all other matters.

(6) Experts are to be instructed at the joint expense of the members.

(7) The expert will be appointed subject to an express requirement that the expert reaches a decision on how the disputed decision is to be resolved and communicates it to the relevant members within the minimum practicable timescale allowing for the process in sub-paragraph (8) and the nature and complexity of the disputed decision and in any event not more than 42 days from the date of the expert's appointment to act.

(8) Following appointment the expert will be required to give notice to each of the relevant members inviting each of them to submit to the expert within 21 days written submissions and supporting material on their position in relation to the disputed decision with copies of those submissions and material being provided at the same time to the other relevant members. The

expert will afford to each of the relevant members an opportunity to make counter submissions within a further 14 days in respect of any such submission and material.

(9) The expert when making the expert's determination shall have regard to the contents of any relevant national planning or transport policy and any relevant transportation policy adopted by the local highway authority and, where relevant, any increase or decrease in the traffic including public transport and travel by other sustainable means arising from the authorised development compared with that presented in the transport assessment or such other assessment, automatic traffic counts or monitoring data as may be supplied by the relevant members.

(10) The expert will act as an expert and not as an arbitrator and the expert's decision will (in the absence of manifest error) be final and binding on the relevant members and at whose cost will be at the discretion of the expert or in the event that the expert makes no determination, such costs will be borne by the relevant members in equal shares.

SCHEDULE 3

Article 9

STREETS SUBJECT TO STREET WORKS

(1) *Area*	*(2)* *Street within the Order limits subject to street works*
District of Cherwell	M40 A34 A43 A4095 B430 B4030 B4100 Ardley Road (Somerton) Ardley Road (Ardley) Camp Road Chilgrove Drive Middleton Road Middleton Stoney Road (Bicester) Somerton Road (Quarry cottages) Somerton Road (Ardley) Street heading south from Raghouse Lane past Kennel Copse Upper Heyford Road Unnamed single carriageway 6808672

SCHEDULE 4

Article 11

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*	*(5)* *Stage of the authorised development*
District of	Ardley	The existing highway	The proposed highway	Completion

Cherwell	Road	within the area marked ii on the access and rights of way plans (Document 2.3C) shown edged dark blue with grey and white hatching.	within the area marked iii on the access and rights of way plans (Document 2.3C) shown edged brown with brown hatching	of Work No. 19
District of Cherwell	B430	The existing highway within the area marked iv on the access and rights of way plans (Document 2.3C) shown edged dark blue with grey and white hatching.	The proposed highway within the area marked v on the access and rights of way plans (Document 2.3C) shown edged brown with brown hatching	Completion of Work No. 18
District of Cherwell	M40 J10 northbound merge slip road	The existing highway within the area marked vi on the access and rights of way plans (Document 2.3C) shown edged dark blue with grey and white hatching.	The proposed highway (special road) within the area marked vii on the access and rights of way plans (Documents 2.3A and 2.3C) shown edged blue with blue hatching	Completion of Work No. 14A
District of Cherwell	M40 J10 northbound diverge slip road	The existing highway within the area marked viii on the access and rights of way plans (Document 2.3C) shown edged dark blue with grey and white hatching.	The proposed highway (special road) within the area marked ix on the access and rights of way plans (Document 2.3C) shown edged blue with blue hatching	Completion of Work No. 14A
District of Cherwell	A43 Ardley roundabout	The existing highway within the area marked x on the access and rights of way plans (Document 2.3C) shown edged dark blue with grey and white hatching.	The proposed highway (all-purpose trunk road) within the area marked xi on the access and rights of way plans (Document 2.3C) shown edged green with green hatching	Completion of Work No. 15A
District of Cherwell	Upper Heyford Road	The existing highway within the area marked xii on the access and rights of way plans (Document 2.3D) shown edged dark blue with grey and white hatching.	The proposed highway within the area marked xiii on the access and rights of way plans (Documents 2.3D and 2.3F) shown edged brown with brown hatching	Completion of Work No. 12A
District of Cherwell	Upper Heyford Road	The existing highway within the area marked xiv on the access and rights of way plans (Documents 2.3D, 2.3F and 2.3G) shown edged dark blue with grey and white hatching.	(i) The proposed highway within the area marked xv on the access and rights of way plans (Document 2.3F) shown edged brown with brown hatching (ii) The proposed highway within the area marked xix on the access and rights of way plans (Document 2.3F) shown edged brown with brown hatching.	Completion of Work No. 12B
District of Cherwell	B430 Middleton Stoney	The existing highway within the area marked xvi on the access and	The proposed highway within the area marked xvii on the access and	Completion of the later of Work

	Road	rights of way plans (Document 2.3E) shown edged dark blue with grey and white hatching.	rights of way plans (Documents 2.3C and 2.3E) shown edged brown with brown hatching	Nos. 11 or 20
District of Cherwell	B430 Ardley Stoney Road	The existing highway within the area marked xviii on the access and rights of way plans (Documents 2.3F and 2.3G) shown edged dark blue with grey and white hatching.	The proposed highway within the area marked xix on the access and rights of way plans (Documents 2.3F and 2.3G) shown edged brown with brown hatching.	Completion of Work No. 12B

PART 2

STREETS FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Street to be stopped up*	*(3)* *Extent of Stopping up*	*(4)* *Stage of the authorised development*
District of Cherwell	The lane known as Quarry Cottages or Somerton Road	The existing highway within the area marked i on the access and rights of way plans (Document 2.3B) shown edged dark blue with grey and white hatching.	Commencement of any of Work Nos. 1, 2 3 or 8

SCHEDULE 5

Article 13

PUBLIC RIGHTS OF WAY

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)* *Substitute to be provided*	*(5)* *Stage of the authorised development by which time the stopping up must be completed*
Parish of Ardley	Public footpath 109/32 (part)	The existing footpath between the points marked 5-6 on the access and rights of way plans (Document 2.3C) shown with a dashed red line.	Proposed public footpath between the points marked 5-8 on the access and rights of way plans (Document 2.3C) shown indicatively with a dashed and dotted brown line on a detailed alignment to be agreed with the	Completion of the later of Work Nos. 14A and 15A

			local highway authority.	
Parish of Stoke Lyne	Public footpath 367/31	The existing footpath between the points marked 6-7 on the access and rights of way plans (Document 2.3C) shown with a dashed red line.	Proposed public footpath between the points marked 5-8 on the access and rights of way plans (Document 2.3C) shown indicatively with a dashed and dotted brown line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 14A and 15A
Parish of Stoke Lyne	Public bridleway 367/20 (part)	The existing bridleway between the points marked 10-68 on the access and rights of way plans (Document 2.3C) shown with a dashed dark red line.	Proposed cycle track between the points marked 9-10 on the access and rights of way plans (Document 2.3C) shown with a dashed pink line.	Completion of Work No. 15B
Parish of Ardley	Public footpath 109/22 (part)	The existing footpath between the points marked 11-12 on the access and rights of way plans (Documents 2.3C and 2.4E) shown with a dashed red line.	Proposed public footpath between the points marked 11-13 on the access and rights of way plans (Document 2.3C) shown indicatively with a dashed and dotted brown line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 19 or 20
Parish of Ardley	Public bridleway 109/28	The existing bridleway between the points marked 15-16 on the access and rights of way plans (Document 2.3D) shown with a dashed dark red line.	Proposed permissive shared use cycle track between the points marked 66-67 on the access and rights of way plans (Documents 2.3D and 2.3E) shown indicatively with a dotted pink line on a detailed alignment to be agreed through the detailed design of the main site estate road to be approved under requirement 9.	Completion of the later of Work Nos. 7A or 7B
Parish of Ardley	Public bridleway 109/29 (part)	The existing bridleway between the points marked 16-18 on the access and rights of way plans (Document 2.3D) shown with a dashed dark red line.	Proposed permissive shared use cycle track between the points marked 66-67 on the access and rights of way plans (Documents 2.3D and 2.3E) shown indicatively with a dotted pink line on a detailed alignment to be agreed through the detailed design of the main site estate road to be approved under requirement 9.	Completion of the later of Work Nos. 7A the later of 7B
Parish of Ardley	Public bridleway 109/30	The existing bridleway between the points marked 18-20 on the access and rights of way plans (Documents 2.3D and 2.3E) shown with a dashed dark red line.	Proposed permissive shared use cycle track between the points marked 66-67 on the access and rights of way plans (Documents 2.3D and 2.3E) shown indicatively with a dotted pink line on a detailed alignment to be agreed through the detailed design of the main site estate	Completion of the later of Work Nos. 7A or 7B

			road to be approved under requirement 9.	
Parish of Ardley	Public bridleway 109/26 (part)	The existing bridleway between the points marked 23-24-12-25 on the access and rights of way plans (Documents 2.3C and 2.3E) shown with a dashed dark red line.	Proposed public bridleway between the points marked 23-26-25 on the access and rights of way plans (Documents 2.3C and 2.3E) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 20 or 21
Parish of Ardley	Public footpath 109/24	The existing footpath between the points marked 24-28 on the access and rights of way plans (Document 2.3E) shown with a dashed red line.	Proposed public bridleway between the points marked 23-26-29 on the access and rights of way plans (Document 2.3E) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 20 or 21
Parish of Middleton Stoney	Public footpath 297/8 (part)	The existing footpath between the points marked 43-44 on the access and rights of way plans (Document 2.3G) shown with a dashed red line.	Proposed public bridleway between the points marked 43-45-46-44 on the access and rights of way plans (Documents 2.3G and 2.3H) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 23 or 32
Parish of Bucknell	Public bridleway 148/6 (part)	The existing bridleway between the points marked 49-50 on the access and rights of way plans (Document 2.3G) shown with a dashed dark red line.	Proposed public bridleway between the points marked 49-51 on the access and rights of way plans (Document 2.3G) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 24
Parish of Bucknell	Public footpath 148/5 (part)	The existing footpath between the points marked 52-53 on the access and rights of way plans (Documents 2.3G and 2.3H) shown with a dashed red line.	Proposed cycle track between the points marked 52-53 on the access and rights of way plans (Documents 2.3G and 2.3H) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 33
Parish of Middleton Stoney	Public footpath 297/3 (part)	The existing footpath between the points marked 55-56 on the access and rights of way plans (Document 2.3H) shown with a dashed red line.	(i) Proposed public footpath between the points marked 55-57 on the access and rights of way plans (Document 2.3H) shown indicatively with a dashed and dotted brown line on a detailed alignment to be agreed with the local highway authority. (ii) Proposed public bridleway between the points marked 57-	Completion of the later of Work Nos. 23 or 32

			45-46 on the access and rights of way plans (Document 2.3H) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority. (iii) Proposed cycle track between the points marked 46-58 on the access and rights of way plans (Document 2.3H) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority. (iv) Proposed public footpath between the points marked 58-59-56 on the access and rights of way plans (Document 2.3H) shown indicatively with a dashed and dotted brown line on a detailed alignment to be agreed with the local highway authority.	
Parish of Stoke Lyne	Public bridleway 367/21 (part)	The existing bridleway between the points marked 69-70 on the access and rights of way plans (Document 2.3C) shown with a dashed dark red line.	Proposed public bridleway between the points marked 71-72 on the access and rights of way plans (Documents 2.3A and 2.3C) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 15B

PART 2

PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Public right of way to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *Stage of the authorised development*
Parish of Ardley	Public bridleway 109/29 (part)	The existing bridleway between the points marked 17-16 and 18-19 on the access and rights of way plans (Document 2.3D) shown with a dashed dark red line.	Commencement of any of Work Nos. 6, 7 or 8
Parish of Wendlebury	Public footpath 398/7 (part)	The existing footpath between the points marked 64-65 on the access and rights of way plans (Document 2.3H) shown with a dashed red line.	Commencement of Work No. 22

PART 3

NEW PUBLIC RIGHTS OF WAY TO BE CREATED

(1) *Area*	*(2)* *Public right of way to be created*	*(3)* *Extent of new public right of way to be created*	*(4)* *Stage of the authorised development*
Parish of Ardley	Public bridleway	Proposed public bridleway between the points marked 1-2-3-4 on the access and rights of way plans (Documents 2.3B and 2.3C) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority	Completion of the later of Work Nos. 8, 26, 28 or 29
Parish of Ardley	Public bridleway	Proposed public bridleway between the points marked 2-14 on the access and rights of way plans (Documents 2.3B and 2.3D) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority	Completion of Work No. 8
Parish of Ardley	Cycle Track	Proposed cycle track between the points marked 21-22 on the access and rights of way plans (Document 2.3E) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 11, 20 or 21
Parish of Middlet on Stoney	Public bridleway	Proposed public bridleway between the points marked 30-31 on the access and rights of way plan (Document 2.3F) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 13A
Parish of Middlet on Stoney	Public bridleway	Proposed public bridleway between the points marked 32-33-34 on the access and rights of way plan (Document 2.3F) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 12, 13A, 25A or 30
Parish of Ardley	Cycle Track	Proposed cycle track between the points marked 35-36 on the access and rights of way plans (Document 2.3F) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 8
Parish of Middlet on Stoney	Cycle Track	Proposed cycle track between the points marked 36-37 on the access and rights of way plans (Documents 2.3F and 2.3G) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 8
Parish of Ardley	Cycle Track	Proposed cycle track between the points marked 37-38-39 on the access and rights of way plans (Documents 2.3E and 2.3G) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 25A
Parish of Ardley	Cycle Track	Proposed cycle track between the points marked 38-40 on the access and rights of way plans (Document 2.3G) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 25A
Parish of	Cycle Track	Proposed cycle track between the points marked 41-42 on the access and rights of way plans (Document 2.3G)	Completion of Work No.

Middleton on Stoney		shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	25A
Parish of Middleton on Stoney	Public bridleway	Proposed public bridleway between the points marked 43-47 on the access and rights of way plans (Documents 2.3F and 2.3G) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 23
Parish of Bucknell	Cycle Track	Proposed cycle track between the points marked 51-52 on the access and rights of way plans (Document 2.3G) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 24
Parish of Bucknell	Cycle Track	Proposed cycle track between the points marked 53-54 on the access and rights of way plans (Document 2.3H) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 23 and 24
Parish of Bucknell	Cycle Track	Proposed cycle track between the points marked 58-60 on the access and rights of way plans (Document 2.3H) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 23 or 32
Parish of Bucknell	Public bridleway	Proposed public bridleway between the points marked 57-61-62 on the access and rights of way plans (Document 2.3H) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 23
Parish of Bucknell	Public bridleway	Proposed public bridleway between the points marked 61-63 on the access and rights of way plans (Document 2.3H) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 23

PART 4

STATUS OF PUBLIC RIGHTS OF WAY TO BE MODIFIED

(1) *Area*	*(2)* *Public right of way to be modified*	*(3)* *Extent of public right of way to be modified*	*(4)* *Status of modified right of way*	*(5)* *Stage of the authorised development*
Parish of Middleton Stoney	Public footpath 297/8 (part)	The existing footpath between the points marked 44-48 on the access and rights of way plans (Document 2.3G) shown with an unbroken dark blue line.	Public bridleway	Completion of Work No. 32

SCHEDULE 6

Article 14

PRIVATE MEANS OF ACCESS

PART 1

PRIVATE MEANS OF ACCESS TO BE REPLACED

(1) *Area*	*(2)* *Private means of Access*	*(3)* *Replacement*	*(4)* *Stage of the authorised development*
District of Cherwell	The existing private means of access marked D on the access and rights of way plans (Document 2.3B) shown shaded purple.	Replacement private means of access marked E on the access and rights of way plans (Document 2.3B) shown hatched turquoise.	Completion of Work No. 26
District of Cherwell	The existing private means of access marked F on the access and rights of way plans (Document 2.3C) shown shaded purple.	Replacement private means of access marked G and L on the access and rights of way plans (Document 2.3C) shown hatched turquoise.	Completion of the later of Work Nos. 18 or 20
District of Cherwell	The existing private means of access marked H on the access and rights of way plans (Document 2.3C) shown shaded purple.	Replacement private means of access marked I and L on the access and rights of way plans (Document 2.3C) shown hatched turquoise.	Completion of Work No. 19
District of Cherwell	The existing private means of access marked J on the access and rights of way plans (Document 2.3C) shown shaded purple.	Replacement private means of access marked K on the access and rights of way plans (Document 2.3C) shown hatched turquoise.	Completion of Work No. 19
District of Cherwell	The existing private means of access marked M on the access and rights of way plans (Document 2.3C) shown shaded purple.	Replacement private means of access marked N on the access and rights of way plans (Document 2.3C) shown hatched turquoise.	Completion of Work No. 19
District of Cherwell	The existing private means of access marked O on the access and rights of way plans (Document 2.3C) shown shaded purple.	Replacement private means of access marked P on the access and rights of way plans (Document 2.3C) shown hatched turquoise.	Completion of Work No. 19
District of Cherwell	The existing private means of access marked Q on the access and rights of way plans (Document 2.3D) shown shaded purple.	Replacement private means of access marked AB on the access and rights of way plans (Document 2.3F) shown hatched turquoise.	Completion Work No. 12B
District of Cherwell	The existing private means of access marked W on the access and rights of way plans (Document 2.3D) shown shaded purple.	Replacement private means of access marked Y-Z on the access and rights of way plans (Documents 2.3D and 2.3E) shown indicatively with a dashed turquoise line on a detailed alignment to be agreed through the detailed design of	Completion of the later of Work Nos. 7A, 11 or 12B

		the main site estate road to be approved under requirement 9.	
District of Cherwell	The existing private means of access marked AE on the access and rights of way plans (Document 2.3E) shown shaded purple.	Replacement private means of access marked AF on the access and rights of way plans (Document 2.3E) shown hatched turquoise.	Completion of Work No. 36

PART 2

PRIVATE MEANS OF ACCESS TO BE CLOSED FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Private Means of Access*	*(3)* *Stage of the authorised development*
District of Cherwell	The existing private means of access marked A on the access and rights of way plans (Document 2.3B) shown shaded purple.	Commencement of any of Work Nos. 1, 2, 3 or 8
District of Cherwell	The existing private means of access marked B on the access and rights of way plans (Document 2.3B) shown shaded purple.	Commencement of any of Work Nos. 1, 2, 3 or 8
District of Cherwell	The existing private means of access marked C on the access and rights of way plans (Document 2.3B) shown shaded purple.	Commencement of any of Work Nos. 1, 2, 3 or 8
District of Cherwell	The existing private means of access marked R on the access and rights of way plans (Document 2.3D) shown shaded purple.	Commencement of any of Work Nos. 6, 7B or 8
District of Cherwell	The existing private means of access marked S on the access and rights of way plans (Document 2.3D) shown shaded purple.	Commencement of any of Work Nos. 6, 7B or 8
District of Cherwell	The existing private means of access marked T on the access and rights of way plans (Document 2.3D) shown shaded purple.	Commencement of any of Work Nos. 6, 7B or 8
District of Cherwell	The existing private means of access marked U on the access and rights of way plans (Document 2.3D) shown shaded purple.	Commencement of Work No. 6
District of Cherwell	The existing private means of access marked V on the access and rights of way plans (Document 2.3D) shown shaded purple.	Commencement of any of Work Nos. 6, 7A or 8
District of Cherwell	The existing private means of access marked AC on the access and rights of way plans (Document 2.3G) shown shaded purple.	Commencement of any of Work Nos. 6 or 8

PART 3

NEW PRIVATE MEANS OF ACCESS CREATED

(1) *Area*	*(2)* *Private means of Access*	*(3)* *Stage of the authorised development*

District of Cherwell	The private means of access marked X on the access and rights of way plans (Document 2.3E) shown hatched turquoise.	Completion of Work No. 11
District of Cherwell	The private means of access marked AA on the access and rights of way plans (Document 2.3E) shown hatched turquoise.	Completion of Work No. 20
District of Cherwell	The private means of access marked AD on the access and rights of way plans (Document 2.3G) shown hatched turquoise.	Completion of Work No. 23
District of Cherwell	The private means of access marked AG on the access and rights of way plans (Document 2.3B) shown hatched turquoise.	Commencement of Work No. 37
District of Cherwell	The private means of access marked AH on the access and rights of way plans (Document 2.3D) shown hatched turquoise.	Completion of Work No. 12A
District of Cherwell	The private means of access marked AI-AJ on the access and rights of way plans (Document 2.3E) shown indicatively with a dashed turquoise line on a detailed alignment to be agreed with the local highway authority.	Completion of the later of Work Nos. 2, 20 or 21
District of Cherwell	The private means of access marked AK on the access and rights of way plans (Document 2.3B) shown hatched turquoise.	Commencement of Work No. 29
District of Cherwell	The private means of access marked AL-AM; AL-AN and AL-AO on the access and rights of way plans (Document 2.3G) shown indicatively with a dashed turquoise line on a detailed alignment to be agreed with the local highway authority.	Completion of Work No. 33

SCHEDULE 7

Article 16

CLASSIFICATION OF HIGHWAYS

PART 1

NEW AND DIVERTED HIGHWAYS

(1) *Area*	*(2)* *Extent of Highway*	*(3)* *Classification*	*(4)* *Classes of Traffic*	*(5)* *Relevant Highway Authority*
District of Cherwell	The length of road shown coloured light blue and between the points 5 and 6 on the highway classification plans (Documents 2.8A and 2.8B).	Special Road	Class I and Class II	National Highways
District of Cherwell	The length of road shown coloured light blue and between the points 7 and 8 on the highway classification plans (Documents 2.8A and 2.8B).	Special Road	Class I and Class II	National Highways
District of Cherwell	The length of road shown coloured light green and between the points 11 and 12 on the highway classification plans (Document 2.8B).	Trunk Road	All purpose	National Highways
District of Cherwell	The length of road shown coloured light green and between the points 13 and 14 on the highway classification plans (Document 2.8B).	Trunk Road	All purpose	National Highways
District of Cherwell	The length of road shown coloured light green and between the points 15 and 16 on the highway classification plans (Document 2.8B).	Trunk Road	All purpose	National Highways

District of Cherwell	The length of road shown coloured light green and following a circular route starting from point 17 and returning to point 17 on the highway classification plans (Document 2.8B).	Trunk Road	All purpose	National Highways
District of Cherwell	The length of road shown coloured pink and between the points 18 and 19 on the highway classification plans (Document 2.8B).	Classified	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured light blue and between the points 20 and 21 on the highway classification plans (Document 2.8B).	Special Road	Class I and Class II	National Highways
District of Cherwell	The length of road shown coloured green and between the points 22 and 23 on the highway classification plans (Documents 2.8B and 2.8C).	Principal	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured brown and between the points 24 and 25 on the highway classification plans (Document 2.8B).	Unclassified	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured green and between the points 26 and 27 on the highway classification plans (Document 2.8C).	Principal	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured green and between the points 28 and 29 on the highway classification plans (Document 2.8C).	Principal	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured green and following a circular route starting from point 30 and returning to point 30 on the highway classification plans (Document 2.8C).	Principal	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured green and between the points 31 and 32 on the highway classification plans (Document 2.8C).	Principal	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured pink and between the points 33 and 34 on the highway classification plans (Document 2.8C).	Classified	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured pink and between the points 35 and 36 on the highway classification plans (Documents 2.8D and 2.8E).	Classified	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured pink and between the points 37 and 38 on the highway classification plans (Documents 2.8D).	Classified	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured pink and between the points 39 and 40 on the highway classification plans (Documents 2.8D and 2.8E).	Classified	All purpose	Oxfordshire County Council
District of Cherwell	The length of road shown coloured pink and following a circular route	Classified	All purpose	Oxfordshire County

	starting from point 41 and returning to point 41 on the highway classification plans (Document 2.8E).	Council

PART 2

EXISTING HIGHWAYS

(1) *Area*	*(2)* *Extent of Highway*	*(3)* *(i) Current Classification* *(ii) Relevant Highway Authority*	*(4)* *Event determining change of classification*	*(5)* *Proposed classification*	*(6)* *Classes of Traffic*	*(7)* *Relevant Highway Authority*
District of Cherwell	The length of road shown coloured orange and between the points 1 and 2 on the highway classification plans (Document 2.8A).	(i) Classified or Principal road (ii) Oxfordshire County Council	Commencement of Work No. 16	Trunk Road	All purpose	National Highways
District of Cherwell	The length of road shown coloured orange and between the points 3 and 4 on the highway classification plans (Document 2.8A).	(i) Classified or Principal road (ii) Oxfordshire County Council	Commencement of Work No. 16	Trunk Road	All purpose	National Highways
District of Cherwell	The length of	(i) Special Road	Commencement of Work No. 15B	Trunk Road	All purpose	National Highway

road shown coloured red and between the points 9 and 10 on the highway classification plans (Document 2.8B).	(ii) National Highways	s

SCHEDULE 8

Article 17

SPEED LIMITS

PART 1

EXISTING ORDERS

(1) *Statutory Instrument/Order Title*	*(2)* *S.I. Number*	*(3)* *Changes*	*(4)* *Event*
The A43 Trunk Road (Ardley, Oxfordshire) (50 Miles Per Hour Speed Limit and Derestriction) Order 2015	2015 No. 1224	To be revoked in its entirety	Completion of Work Nos. 15A, 15B and 16
Any derestriction order that may be in force for the B4100 immediately north and/or south of Baynard's Green		To be revoked for the length of street lighting on the B4100 immediately north of Baynard's Green	Completion of Work No. 17

PART 2

HIGHWAYS SUBJECT TO 20 MPH SPEED LIMIT

(1) *Highway*	*(2)* *Description*	*(3)* *Event*
Existing B430	From a point 296 metres south west of the roundabout junction with the A43 and M40 Junction 10 northbound exit and entry slip roads at Ardley to a point 23 metres northeast of the Chiltern Main Line railway; the centreline of which is shown coloured purple between points AA and AB as shown on the speed limit plans (Documents 2.10B and 2.10C)	Opening to traffic of Work No. 20 and Completion of Work No. 36 whichever is the later
Ardley Road	From the junction with the existing B430 for a distance of 79 metres to the east of that junction; the centreline of which is shown coloured purple between points AC and AD as shown on	Opening to traffic of Work No. 20

	the speed limit plans (Document 2.10B)	
B4030 Bicester Road	From a point 67 metres east of the centreline of the Gagle Brook watercourse crossing for a distance of 65 metres to the east of that watercourse crossing; the centreline of which is shown coloured purple between points AT and AU as shown on the speed limit plans (Document 2.10E)	Opening to traffic of Work No. 23

PART 3

HIGHWAYS SUBJECT TO 40 MPH SPEED LIMIT

(1) *Highway*	*(2)* *Description*	*(3)* *Event*
B4100	From a point 17 metres northwest of the roundabout junction with the A43 at Baynard's Green for a distance of 173 metres; the centreline of which is shown coloured orange between points I and BB as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 17
A43 Northbound	From the roundabout junction with the M40 southbound entry slip road at Cherwell junction to a point 46 metres north of the junction with the M40 southbound exit slip road at Padbury junction; the centreline of which is shown coloured orange between points BC and L as shown on the speed limit plans (Documents 2.10A and 2.10B)	Completion of Work No. 15B
A43 Southbound	From a point 122 metres north of the junction with the M40 southbound exit slip road at Padbury junction to the roundabout junction with the M40 southbound entry slip road at Cherwell junction; the centreline of which is shown coloured orange between points O and P as shown on the speed limit plans (Documents 2.10A and 2.10B)	Completion of Work No. 15B
A43 Southbound within Cherwell junction	The A43 southbound within the roundabout junction with the M40 southbound entry slip road at Cherwell junction; the centreline of which is shown coloured orange between points P and BD as shown on the speed limit plans (Document 2.10B)	Completion of Work No. 15A
A43 Cherwell roundabout	The circulatory carriageway of the roundabout junction between the A43 and M40 Junction 10 southbound entry slip road at Cherwell; the centreline of which is shown coloured orange and following a circular route between points Q and R as shown on the speed limit plans (Document 2.10B).	Completion of Work No. 15A
M40 Junction 10 northbound entry slip road	From the roundabout junction with the A43 and B430 at Ardley for a distance of 690 metres; the centreline of which is shown coloured pink between points S and T as shown on the speed limit plans (Documents 2.10A and 2.10B)	Opening to traffic of the entry slip road (part of Work No. 14A)
M40 Junction 10A northbound exit slip road	From a point 175 metres north of its junction with the M40 northbound to the junction with the A43 at Padbury; the centreline of which is shown coloured pink between points U and V as shown on the speed limit plans (Documents 2.10A and 2.10B)	Opening to traffic of the exit slip road (part of Work No. 14B)
A43 Ardley roundabout	The circulatory carriageway of the roundabout junction between the A43, B430 and M40 Junction 10 northbound exit and entry slip roads at Ardley junction; the centreline of which is shown coloured orange and following a circular route starting from point W and returning to point W as shown on the speed limit plans (Document 2.10B).	Completion of Work No. 15A

A43 Ardley roundabout cut-through	The cut-through within the circulatory carriageway of the roundabout junction between the A43, B430 and M40 Junction 10 northbound exit and entry slip roads at Ardley junction; the centreline of which is shown coloured orange between points X and Y as shown on the speed limit plans (Document 2.10B).	Completion of Work No. 15A
Existing B430	From the roundabout junction with the A43 and M40 Junction 10 northbound exit and entry slip roads at Ardley junction for a distance of 296 metres to the south west of that junction; the centreline of which is shown coloured orange between points Z and AA as shown on the speed limit plans (Document 2.10B)	Opening to traffic of Work No. 18
Ardley Bypass	From the roundabout junction with the A43, B430 and M40 Junction 10 northbound exit and entry slip roads at Ardley junction for a distance of 135 metres to the south of that junction; the centreline of which is shown coloured orange between points AE and AF as shown on the speed limit plans (Document 2.10B)	Opening to traffic of Work No. 20
Ardley Road	From a point 79 metres east of the junction with the existing B430 to a point 127 metres north of the junction with Bainton Road and Middleton Road; the centreline of which is shown coloured orange between points AD and AG as shown on the speed limit plans (Documents 2.10B and 2.10C)	Commencement of any of Work Nos. 1 to 9 or 20
B430	From a point 20 metres north of the access junction with the Ardley energy recovery facility to a point 470 metres south of the junction; the centreline of which is shown coloured orange between points AL and AM as shown on the speed limit plans (Document 2.10D)	Completion of Work No. 25A
B430	From a point 135 metres north of the junction with the Heyford Park Link Road to that junction; the centreline of which is shown coloured orange between points AM and AN as shown on the speed limit plans (Document 2.10D)	Completion of Work No. 12B
Heyford Park Link Road	From a point 135 metres north of the junction with the B430 to that junction; the centreline of which is shown coloured orange between points AO and AP as shown on the speed limit plans (Document 2.10D).	Completion of Work No. 12B
B430	From the junction with the Heyford Park Link Road to a point 575 metres south of the junction with the Middleton Stoney Relief Road; the centreline of which is shown coloured orange between points AP and AQ as shown on the speed limit plans (Documents 2.10D and 2.10E)	Completion of Work No. 12B
Middleton Stoney Relief Road	From the junction with the B430 to a point 135 metres south east of that junction; the centreline of which is shown coloured orange between points AR and AS as shown on the speed limit plans (Document 2.10D)	Completion of Work No. 23
Middleton Road	From a point 39 metres northeast of the roundabout with the Middleton Stoney Relief Road to a point 106 metres southwest of the junction with New Row; the centreline of which is shown coloured orange between points AX and AY as shown on the speed limit plans (Documents 2.10E and 2.10F)	Commencement of any of Work Nos. 1 to 9, 20 or 24 (whichever is the earliest)
Bicester Road and Bucknell Road	From a point 33 metres southeast of the access to Lark Rise to a point 18 metres northwest of the roundabout junction with the A4095; the centreline of which is shown coloured orange between points AZ and BA as shown on the speed limit plans (Document 2.10F)	Commencement of any of Work Nos. 1 to 9, 20 or 24 (whichever is the

earliest)

PART 4

HIGHWAYS SUBJECT TO 50 MPH SPEED LIMIT

(1) *Highway*	*(2)* *Description*	*(3)* *Event*
A43 Northbound	From the roundabout junction with the B4100 at Baynard's Green for a distance of 190 metres to the north of that junction; the centreline of which is shown coloured orange between points A and B as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 16 or Work No. 16A (whichever is carried out)
A43 Southbound	From a point 182 metres north of the roundabout junction with the B4100 at Baynard's Green to that junction; the centreline of which is shown coloured orange between points C and D as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 16 or Work No. 16A (whichever is carried out)
B4100	From the roundabout junction with the A43 at Baynard's Green for a distance of 60 metres to the southeast of that junction; the centreline of which is shown coloured orange between points E and F as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 16A or 17 (whichever is carried out)
A43 Baynard's Green roundabout	The circulatory carriageway of the roundabout junction between the A43 and B4100 at Baynard's Green; the centreline of which is shown coloured orange and following a circular route starting from point G and returning to point G as shown on the speed limit plans (Document 2.10A).	Completion of Work No. 16 or Work No. 16A (whichever is carried out)
B4100	From the roundabout junction with the A43 at Baynard's Green for a distance of 17 metres to the northwest of that junction; the centreline of which is shown coloured green between points H and I as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 16A or 17 (whichever is carried out)
A43 Northbound	From a point 108 metres south of the roundabout junction with the B4100 at Baynard's Green to that junction; the centreline of which is shown coloured green between points J and K as shown on the speed limit plans (Documents 2.10A)	Completion of Work No. 16 or 16A (whichever is carried out)
A43 Northbound	From a point 46 metres north of the junction with the M40 southbound exit slip road at Padbury junction to a point 108 metres south of the roundabout junction with the B4100 at Baynard's Green; the centreline of which is shown coloured green between points L and J as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 15B
A43 Southbound	From the roundabout junction with the B4100 at Baynard's Green roundabout to a point 112 metres south of that junction; the centreline of which is shown coloured green between points M and N as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 16 or 16A (whichever is carried out)
A43 Southbound	From a point 112 metres south of the junction with the B4100 at Baynard's Green roundabout to a point 122 metres north of the junction with the M40 southbound exit slip road at Padbury junction; the centreline of which is shown coloured green between points N and O as shown on the speed limit plans (Document 2.10A)	Completion of Work No. 15B
A34 northbound	From a point 500 metres south west of the roundabout junction with the M40 Junction 9 slip roads and A41 to that junction; the	Completion of Work No. 22

	centreline of which is shown coloured green between points AJ and AK as shown on the speed limit plans (Document 2.10D).	
B4030 Middleton Stoney Road	From a point 62 metres east of the roundabout with the Middleton Stoney Relief Road for a distance of 1330 metres; the centreline of which is shown coloured green between points AV and AW as shown on the speed limit plans (Document 2.10E).	Commencement of Work No. 23

PART 5

DERESTRICTED HIGHWAYS

(1) *Highway*	*(2)* *Description*	*(3)* *Event*
Heyford Park Link Road	From a point 231 metres east of the junction with Chilgrove Drive to a point 135 metres southeast of the junction with the secondary access; the centreline of which is shown coloured blue between points AH and AI as shown on the speed limit plans (Document 2.10D)	Completion of Work No. 12A

PART 6

TEMPORARY SPEED LIMITS

(1) *Location*	*(2)* *Temporary Limit to be imposed*	*(3)* *Description*	*(4)* *Duration*
B430	40mph	Between the Ardley roundabout and northern boundary of Ardley village	From commencement of Work No. 18 to completion of the same
B430	30mph	Between the southern boundary of Ardley Village and the Chiltern Main Line railway bridge (inclusive)	From commencement of any of Work Nos. 1 to 9 or 36 to completion of Work No. 20
B430	30mph	Between the Chiltern Main Line railway bridge and the access to Ashgrove Cottages	From commencement of any of Work Nos. 1 to 9 or 11 to completion of Work Nos. 11 and 20
B430	40mph	Between the access to Ashgrove Cottages and access to Dewars Farm Quarry	From commencement of Work No. 25A to completion of Work No. 25B
B430	40mph	Between the access to Dewars Farm Quarry and the access to Dewars Farm	From commencement of Work No. 12B to completion of the same
B4030	40mph	Between the eastern boundary of Middleton Stoney village and the M40 bridge	From commencement of that part of Work No. 23 that affects the B430 to completion of Work No. 23
Middleton Road	40mph	Between the B4030 and the access to Bucknell Lodge	From commencement of that part of Work No. 23 that affects Middleton Road to completion of the same
Middleton Road	40mph	Between the access to Bucknell Lodge and the access to Swallowfield Farm	From commencement of that part of Work No. 24 that affects Middleton Road to

			completion of the same
Upper Heyford Road	40mph	From the existing 30mph signs east of the Camp Road junction to the B430	From commencement of any of Work Nos. 7, 8, 12A and 12B until the stopping up of Upper Heyford Road as shown on the access and rights of way plans has come into effect
B4100	40mph	Between a point 200 metres north west of the roundabout junction with the A43 at Baynard's Green and that junction	From commencement of Work No. 17 to completion of the same
B4100	40mph	Between a point 200 metres south east of the roundabout junction with the A43 at Baynard's Green and that junction	From commencement of Work No. 17 to completion of the same
Ardley Road	40mph	Between the eastern boundary of the village of Ardley and the M40 bridge	From commencement of Work No. 19 to completion of the same
Unnamed road south of Camp Road / Chilgrove Drive	40mph	Between a point 200 metres south of the junction between Camp Road and Chilgrove Drive and the existing 30mph signs	From commencement of Work No. 13B to completion of the same
A43 northbound	40mph	Between the roundabout junction with the B430 at Ardley and the roundabout junction with the B4100 at Baynard's Green	From commencement of Work Nos. 15A, 15B and 16 (whichever is the earlier) to completion of Work Nos. 15A, 15B and 16
A43 southbound	40mph	Between the roundabout junction with the B430 at Ardley and the roundabout junction with the B4100 at Baynard's Green	From commencement of Work Nos. 15A, 15B and 16 (whichever is the earlier) to completion of the later of Work Nos. 15A, 15B and 16
A43 northbound	50mph	Between the roundabout junction with the B4100 at Baynard's Green and the junction with Tusmore Road	From commencement of Work No. 16 to completion of the same
A43 southbound	50mph	Between the junction with Tusmore Road and the roundabout junction with the B4100 at Baynard's Green	From commencement of Work No. 16 to completion of the same
M40 northbound	50mph	Between a point where the M40 passes over the Chiltern Main Line Railway and a point where East Street passes over the M40	From commencement of Work Nos. 14A or 14B (whichever is the earliest) to completion of the later of Work Nos. 14A or 14B
M40 southbound	50mph	Between a point where East Street passes over the M40 and a point where the M40 passes over the Chiltern Main Line Railway	From commencement of Work No. 14B to completion of the same
M40 southbound Junction 10 exit slip road	40mph	Between its junction with the M40 southbound and the junction with the A43 at Padbury	From commencement of Work No. 14B to completion of the same
M40	40mph	Between the roundabout junction	From commencement of

southbound Junction 10 entry slip road		with the A43 at Cherwell and its junction with the M40 southbound	Work Nos. 14A and 14B (whichever is the earliest) to completion of the later of Work Nos. 14A or 14B
M40 northbound Junction 10 exit slip road	40mph	Between its junction with the M40 northbound and the junction with the A43 at Ardley	From commencement of Work No. 14A to completion of the same

SCHEDULE 9

Articles 18, 19 and 20

TRAFFIC REGULATION

PART 1

AMENDMENTS TO EXISTING ORDERS

(1) *Statutory Instrument/ Order Title*	*(2)* *Changes*	*(3)* *Event*
Any clearway that may be in force on the B430 between Ardley and Middleton Stoney	To be revoked in its entirety	Opening to traffic of Work Nos. 11 and 20
Oxfordshire County Council (Bucknell Road, Ardley) (Prohibition of Heavy Commercial Vehicles) Order 1990	To be revoked in its entirety	Opening to traffic of Work No. 20

PART 2

CLEARWAYS

(1) *Highway*	*(2)* *Description*	*(3)* *Event*
A43 Ardley roundabout	The circulatory carriageway of the roundabout junction between the A43, B430 and M40 Junction 10 northbound exit and entry slip roads at Ardley junction; the centreline of which is shown coloured purple and following a circular route starting from point 1 and returning to point 1 as shown on the traffic regulation plans (Document 2.9B).	Completion of Work No. 15A
A43 Ardley roundabout cut-through	The cut-through within the circulatory carriageway of the roundabout junction between the A43, B430 and M40 Junction 10 northbound exit and entry slip roads at Ardley junction; the centreline of which is shown coloured purple between points 2 and 3 as shown on the traffic regulation plans (Document 2.9B).	Completion of Work No. 15A
Ardley Bypass	From the roundabout junction with the A43, B430 and M40 Junction 10 northbound exit and entry slip roads at Ardley junction to the roundabout at the principal access to the main site the centreline of which is shown coloured purple between points 4 and 5 as shown on the traffic regulation plans (Documents 2.9B and 2.9C)	Opening to traffic of Work Nos. 11 and 20
B430 left-turn lane at the principal	The segregated left-turn lane from the principal access to the main site on to the Ardley Bypass; the centreline of which is shown coloured purple between points 6 and 7 as shown on the traffic	Completion of Work No. 11

access to the Main Site	regulation plans (Document 2.9C)	
Principal access to the Main Site	From a point 18 metres north west of the roundabout junction at the principal access to the main site to that junction; the centreline of which is shown coloured purple between points 8 and 9 as shown on the traffic regulation plans (Document 2.9C)	Completion of Work No. 11
B430 roundabout at the principal access to the main site	The circulatory carriageway of roundabout at the principal access to the Main Site; the centreline of which is shown coloured purple and following a circular route starting from point 10 and returning to point 10 as shown on the traffic regulation plans (Document 2.9C).	Completion of Work No. 11
Principal access to the main site	From the roundabout at principal access to the Main Site for a distance of 18 metres; the centreline of which is shown coloured purple between points 11 and 12 as shown on the traffic regulation plans (Document 2.9C)	Completion of Work No. 11
B430	From the roundabout at principal access to the Main Site to the junction with the Heyford Park Link Road; the centreline of which is shown coloured purple between points 13 and 14 as shown on the traffic regulation plans (Documents 2.9C and 2.9D)	Completion of Work Nos. 11 and 12B
Heyford Park Link Road	From a point 231 metres east of the junction with Chilgrove Drive to the junction with the B430; the centreline of which is shown coloured purple between points 15 and 16 as shown on the traffic regulation plans (Document 2.9D)	Opening to traffic of Work Nos. 12A and 12B
B430	From the junction with the Heyford Park Link Road to a point 542 metres south of the junction with the Middleton Stoney Relief Road; the centreline of which is shown coloured purple between points 16 and 17 as shown on the traffic regulation plans (Documents 2.9D and 2.9E)	Opening to traffic of Work No. 12B
Middleton Stoney Relief Road	From the junction with the B430 for a distance of 1156 metres; the centreline of which is shown coloured purple between points 18 and 19 as shown on the traffic regulation plans (Documents 2.9D and 2.9E)	Opening to traffic of Work No. 23

PART 3

NO WAITING AT ANY TIME

(1) *Highway*	*(2)* *Description*	*(3)* *Event*
Somerton Road (Quarry Cottages)	(a) On both sides of the highway from a point 264 metres south east of the junction with Somerton Road for a distance of 46 metres; the centreline of which is shown coloured orange between points 22, 23 and 24 as shown on the traffic regulation plans (Document 2.9B); and (b) On both sides of the highway from the centreline of the Somerton Road (Quarry Cottages) for a distance of 18 metres; the centreline of which is shown coloured orange between points 23 and 25 as shown on the traffic regulation plans (Document 2.9B)	Completion of Work No. 26
B430 Station Road	(a) On both sides of the highway from a point 20 metres north of the access to Upland Cottage to a point 20 metres south of that access; the centreline of which is shown coloured orange between points 26, 27 and 28 as shown on the	Completion of Work No. 36

		traffic regulation plans (Documents 2.9B and 2.9C); and (b) On both sides of the highway from the centreline of the B430 Station Road for a distance of 18 metres; the centreline of which is shown coloured orange between points 27 and 29 as shown on the traffic regulation plans (Document 2.9C)	

PART 4

ENVIRONMENTAL WEIGHT LIMIT

(1) *Location*	*(2)* *Zone*	*(3)* *Terminal Points*	*(4)* *Event*
District of Cherwell; Parish of Ardley, Parish of Bicester, Parish of Bucknell, Parish of Fritwell and Parish of Somerton	A	(a) Street heading north west out of Fritwell, at its junction with Somerton Road (Parish of Fritwell) as shown at point 30 on the traffic regulation plans (Document 2.9A); (b) East Street, at its junction with the B4100 as shown at point 31 on the traffic regulation plans (Document 2.9A); (c) B430, at its junction with the A43 as shown at point 32 on the traffic regulation plans (Document 2.9B); (d) Bainton Road, at its junction with the B4100 as shown at point 33 on the traffic regulation plans (Document 2.9A); (e) Bucknell Road, at its junction with the A4095 as shown at point 34 on the traffic regulation plans (Document 2.9A); (f) Middleton Road, at its junction with the B4030 as shown at point 35 on the traffic regulation plans (Document 2.9E); (g) Ardley Road, at its junction with Fritwell Road as shown at point 36 on the traffic regulation plans (Document 2.9A); and (h) Fritwell Road, at its junction with Somerton Road as shown at point 37 on the traffic regulation plans (Document 2.9A).	Opening to traffic of Work No. 20

PART 5

PROHIBITED MOVEMENTS

(1) *Location*	*(2)* *Description of prohibited movement*	*(3)* *Event*
District of Cherwell; Parish of Middleton Stoney, at the junction between the B430 and the Middleton Stoney Relief Road	Right turn from the B430 onto the Middleton Stoney Relief Road; as shown at point 38 on the traffic regulation plans (Document 2.9D)	Opening to traffic of Work Nos. 12B and 23
District of Cherwell; Parish of Middleton Stoney, at the junction between the B430 and the	Left turn from the Middleton Stoney Relief Road onto the B430; as shown at point 39 on the traffic regulation plans (Document	Opening to traffic of Work Nos.

Middleton Stoney Relief Road	2.9D)	12B and 23
District of Cherwell; Parish of Ardley, at the junction between the Heyford Park Link Road and the secondary access	Right turn from the Heyford Park Link Road into the secondary access except for buses; as shown at point 41 on the traffic regulation plans (Document 2.9D)	Opening to traffic of Work No. 12B
District of Cherwell; Parish of Ardley, at the junction between the Heyford Park Link Road and the secondary access	Left turn from the Heyford Park Link Road into the secondary access except for buses; as shown at point 42 on the traffic regulation plans (Document 2.9D)	Opening to traffic of Work No. 12B
District of Cherwell; Parish of Ardley, at the field access from the Ardley Bypass	Right turn from the Ardley Bypass into the field access; as shown at point 44 on the traffic regulation plans (Document 2.9C)	Opening to traffic of Work No. 20
District of Cherwell; Parish of Ardley, at the field access from the Ardley Bypass	Right turn from the field access onto the Ardley Bypass; as shown at point 45 on the traffic regulation plans (Document 2.9C)	Opening to traffic of Work No. 20

PART 6

VEHICLE PROHIBITION

(1) *Location*	*(2)* *Description*	*(3)* *Event*
District of Cherwell; Parish of Ardley	No motor vehicles shall be permitted to use the existing B430 Station Road between points 28 and 40 as shown green on the traffic regulation plan (Document 2.9C) except for access.	Opening to traffic of Work Nos. 11 and 20

PART 7

PROHIBITION OF ENTRY

(1) *Location*	*(2)* *Road*	*(3)* *Description of the prohibition*	*(4)* *Event*
District of Cherwell; Parish of Ardley, at the A43 Ardley roundabout	M40 junction 10 northbound diverge slip road	From the circulatory carriageway of the roundabout junction onto the M40 J10 northbound diverge slip road at Ardley junction; as shown at point 43 on the traffic regulation plans (Document 2.9B)	Opening to traffic of the realigned M40 Junction 10 northbound diverge slip road (part of Work No. 14A)

SCHEDULE 10

Article 35

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*
District of	2/19a,	Construction of the new bridleway on plots 2/19c,	Work No.

Cherwell	2/19b, 2/20, 3/75 and 3/76	2/20a, 3/75a and 3/76a and as shown on the access and rights of way plans.	26
District of Cherwell	3/31	Construction of Work Nos. 15A and 15B.	Work Nos. 15A and 15B
District of Cherwell	3/38	Construction compound and laydown area in connection with Work Nos. 14A, 15A, 15B, 16 (or 16A), 17 and 18 including access.	Work Nos. 14A, 14B, 15A, 15B, 16 (or 16A), 17 and 18
District of Cherwell	3/69, 3/70, 5/37a and 5/39a	Works associated with the stopping up of the bridleway 109/26 and footpath 109/22 as shown on the access and rights of way plans.	Work No. 21
District of Cherwell	5/35 and 5/36	Provision of temporary habitat fencing during construction of the authorised development.	Work No. 21
District of Cherwell	5/27 and 5/33a	Construction of the Ardley Bypass and associated works (Work Nos. 20 and 21) including construction of the new bridleway and private access as shown on the access and rights of way plans and provision, maintenance and removal of temporary habitat fencing during construction of the authorised development.	Work Nos. 20 and 21
District of Cherwell	5/28a	Works to downgrade the existing B430 Station Road.	Work No. 36
District of Cherwell	5/31 and 5/32	Works associated with the stopping up of the footpath 109/24 as shown on the access and rights of way plans.	Work No. 21
District of Cherwell	6/3 and 6/4a	Construction of the new bridleway as shown on the access and rights of way plans.	Work No. 13A
District of Cherwell	7/11	Construction of the new cycle track as shown on the access and rights of way plans.	Work No. 25A
District of Cherwell	7/23 and 7/24	Works associated with the stopping up of part of footpath 297/8 and the modification of part of footpath 297/8 to a bridleway as shown on the access and rights of way plans.	Work No. 32
District of Cherwell	7/26	Works associated with the creation of a new cycle track including access as shown on the access and rights of way plans.	Work No. 33
District of Cherwell	7/28c, 7/28e, 7/30, 7/31, 7/32b	Construction of the new bridleway as shown on the access and rights of way plans.	Work No. 24
District of Cherwell	8/20	Realignment of the private access as part of the construction of the Middleton Stoney Relief Road.	Work No. 23

SCHEDULE 11

Article 29

LAND IN WHICH ONLY NEW RIGHTS ETC MAY BE ACQUIRED

(1) *Number of plot shown on land plans*	*(2)* *Purpose of which rights may be acquired and restrictive covenants may be imposed*
2/1, 2/2, 2/3, 2/6, 2/7,	All rights necessary for the purposes of or incidental to the Ardley tunnel works comprised in Work No. 38 including access with or without vehicles, plant,

10/1, 10/2, 10/3, 10/4, 10/5, 10/6, 10/7	machinery, equipment, contractors and personnel at all reasonable times.
2/4a	All rights necessary to create, use and maintain an access and to pass and re-pass with or without vehicles and equipment at all reasonable times in connection with the works and maintenance of the authorised development comprised in Work No. 37 and restrictions to ensure such access is not prevented.
2/16	All rights necessary to create and dedicate a new bridleway as shown on the access and rights of way plans.
2/19c, 2/20a, 3/75a and 3/76a	All rights necessary to create and dedicate a new bridleway as shown on the access and rights of way plans.
4/10, 6/12 and 7/2	All rights necessary to alter and divert existing water mains and pipework and to carry out landscaping and other works in connection with Work No. 8.
5/13	All rights necessary to pass and re-pass with and without vehicles, plant, machinery and equipment and to lay or maintain any surface in connection with Work Nos. 1, 2, 11, 21 and 34 and restrictions to ensure such access is not prevented.
5/14c	All rights necessary for access with and without vehicles, plant, machinery and equipment and connection into, use and maintenance of the waste management site gas and leachate facilities in connection with Work No. 34 and restrictions to ensure such rights are not prevented.
5/14d	All rights necessary to pass and re-pass with and without vehicles, plant, machinery and equipment, to lay or maintain any surface in connection with Work No. 34 and restrictions to ensure such access is not prevented.
5/14e	All rights necessary to pass and re-pass with and without vehicles, plant, machinery and equipment, to lay or maintain any surface, to investigate, inspect, monitor, remove, relocate or install boreholes and to remove samples in connection with Work No. 34 and restrictions to ensure such access is not prevented and to ensure any such boreholes are not removed without agreement.
5/14f and 7/41	All rights necessary to pass and re-pass with and without vehicles, plant, machinery and equipment, to lay or maintain any surface in connection with Work Nos. 1, 2, 11, 21 and 34 and restrictions to ensure such access is not prevented.
5/18a	All rights necessary to create and dedicate a new bridleway as shown on the access and rights of way plans.
5/22a and 5/23	All rights necessary to create and dedicate the highway works forming part of Work No. 36.
5/27a and 5/33b	All rights necessary to create and dedicate a new bridleway as shown on the access and rights of way plans.
5/37 and 5/39	All rights necessary for the stopping up of footpath 109/24 and bridleway 109/26 as shown on the access and rights of way plans and all rights necessary for the installation of a drainage outfall and access thereto including for maintenance in connection with Work No. 20 and 21 and restrictions to ensure the drainage outfall is not interfered with or altered and access thereto is not prevented.
6/4b	All rights necessary to create and dedicate a new bridleway as shown on the access and rights of way plans.
6/4c	Construction of the new bridleway as shown on the access and rights of way plans and all rights necessary to lay, divert, and maintain services and utilities and restrictions for the protection of such services and utilities.
7/11a	All rights necessary to create and dedicate a new cycle track as shown on the access and rights of way plans.
7/28d, 7/30a and 7/32c	All rights necessary to create and dedicate a new bridleway as shown on the access and rights of way plans.
7/40	All rights necessary to pass and re-pass with and without vehicles, plant,

	machinery and equipment, to lay or maintain any surface, to investigate, inspect, monitor, remove, relocate or install boreholes and to remove samples in connection with Work No. 34 and restrictions to ensure such access is not prevented and to ensure any such boreholes are not removed without agreement.
8/5 and 8/6	All rights necessary in connection with the provision of new planting including access and maintenance rights as comprised in Work No. 31 and the imposition of restrictions requiring the retention of such planting.
9/34	All rights necessary for the connection of a new foul sewer to the existing public foul sewer including access and maintenance.

SCHEDULE 12

Article 29

MODIFICATIONS OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND RESTRICTIVE COVENANTS

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 set out in this Schedule as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on paragraph 1, the 1961 Act has effect subject to the modifications set out in sub-paragraph (2).

(2) For section 5A(5A)(**a**) (relevant valuation date) of the 1961 Act substitute—

"(5A) If—

(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 5(5) of Schedule 12 to the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202X;

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 5(8) of Schedule 12 to the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202X) to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purposes of excising that right."

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**b**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

(a) for "land is acquired or taken" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(**a**) Section 5A(5A) was inserted by paragraph 4(2) of Schedule 17 to the Housing and Planning Act 2016 (c. 22).
(**b**) 1973 c. 26

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

Application of Part 1 of the 1965 Act

4.—(1) Part 1 of the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act, and modified by article 34 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of land under article 26 (compulsory acquisition of land) applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 29 (compulsory acquisition of rights and imposition of restrictive covenants)—

(a) with the modifications specified in paragraph 5; and

(b) with other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 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.

(3) For section 7 (measure of compensation) of the 1965 Act substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired 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."

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (failure by owners to convey);

(b) paragraph 10(3) of Schedule 1 (persons without power to sell their interests);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired is vested absolutely in the acquiring authority.

(5) Section 11(**a**) (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 26 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right; and sections 11A(**b**) (powers of entry: further notices of entry), 11B(**c**) (counter-notice requiring possession to be taken on a specified date), 12(**d**) (penalty for unauthorised entry) and 13(**e**) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), sections 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22), 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 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).

(**c**) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016 (c. 22).

(**d**) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraph 4 of Schedule 16 to the Housing and Planning Act 2016.

(6) Section 20(**a**) (tenants at will etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land , but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act, as modified by article 34(2) (modification of Part 1 of the 1965 Act) 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.

(8) For Schedule 2A to the 1965 Act substitute—

"SCHEDULE 2A

Ref

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1. This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 33 (application and modification of the 1981 Act) of the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202[X] in respect of the land to which the notice to treat relates.

2. In this Schedule, "house" includes any park or garden belonging to a house.

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 acquiring authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving the counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the Upper Tribunal.

6. The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

7. If the acquiring authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

(**e**) 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 Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**a**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

8. If the acquiring authority do 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 acquiring authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by 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 effects of the acquisition of the right;

(b) the use to be made of the right proposed to be acquired; 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 the 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 acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph 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."

SCHEDULE 13

Article 49

REMOVAL OF TREES AND HEDGEROWS

PART 1

REMOVAL OF TREES

(1) *Plan*	*(2)* *Tree*
tree and hedgerow retention and removal plan (drawing number 2.15B)	the tree shown with a circle hatched pink and labelled T5(C)
tree and hedgerow retention and removal plan (drawing number 2.15B)	the tree shown with a circle hatched pink and labelled T6(C)

tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T11(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T12(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T13(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T14(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T15(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T16(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T17(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T18(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T19(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T20(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T21(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T22(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T23(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T24(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T25(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T26(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T27(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T28(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T29(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T30(A)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle coloured pink and labelled T32(U)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T33(A)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T34(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T35(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T36(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T47(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T48(U)
tree and hedgerow retention and removal plan	the tree shown with a circle coloured pink and

(drawing number 2.15D)	labelled T49(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T50(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T51(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T52(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T53(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T54(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T73(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T74(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T75(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T76(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T77(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T78(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T79(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T80(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T81(A)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T82(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T83(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T84(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T85(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T86(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T87(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T88(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T89(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T90(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T91(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T93(A)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T92(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T94(B)

tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T95(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T96(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T97(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T98(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle coloured pink and labelled T99(U)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T100(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T101(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T102(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T103(A)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T104(A)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T105(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T106(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T107(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle coloured pink and labelled T135(U)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the tree shown with a circle hatched pink and labelled T136(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T140(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T141(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T142(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T143(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the tree shown with a circle hatched pink and labelled T144(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T158(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the tree shown with a circle hatched pink and labelled T159(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T161(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T162(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T163(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T165(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T166(C)
tree and hedgerow retention and removal plan	the tree shown with a circle hatched pink and

(drawing number 2.15E)	labelled T172(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the tree shown with a circle hatched pink and labelled T178(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the tree shown with a circle hatched pink and labelled T179(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the tree shown with a circle hatched pink and labelled T180(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T185(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the tree shown with a circle hatched pink and labelled T188(B)
tree and hedgerow retention and removal plan (drawing number 2.15H)	the tree shown with a circle hatched pink and labelled T201(C)
tree and hedgerow retention and removal plan (drawing number 2.15H)	the tree shown with a circle hatched pink and labelled T202(C)
tree and hedgerow retention and removal plan (drawing number 2.15H)	the tree shown with a circle hatched pink and labelled T211(C)
tree and hedgerow retention and removal plan (drawing number 2.15H)	the tree shown with a circle hatched pink and labelled T212(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T217(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T218(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T221(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T222(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T223(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the tree shown with a circle hatched pink and labelled T224(B)
tree and hedgerow retention and removal plan (drawing number 2.15J)	the tree shown with a circle hatched pink and labelled T272(A)
tree and hedgerow retention and removal plan (drawing number 2.15B)	the part of the group of trees shown with a pink line and labelled G2(U)
tree and hedgerow retention and removal plan (drawing number 2.15B)	the part of the group of trees shown hatched pink and labelled G3(C)
tree and hedgerow retention and removal plan (drawing number 2.15B)	the part of the group of trees shown hatched pink and labelled G7(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the group of trees shown hatched pink and labelled G8(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the group of trees shown hatched pink and labelled G9(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the group of trees shown hatched pink and labelled G10(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the group of trees shown hatched pink and labelled G11(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the group of trees shown hatched pink and labelled G18(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the group of trees shown hatched pink and labelled G19(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the group of trees shown hatched pink and labelled G20(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the group of trees shown hatched pink and labelled G21(B)

tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the group of trees shown hatched pink and labelled G22(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled G25(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the group of trees shown hatched pink and labelled G40(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the group of trees shown with a pink line and labelled G43(U)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled G44(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the group of trees shown hatched pink and labelled G46(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the group of trees shown hatched pink and labelled G48(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the group of trees shown hatched pink and labelled G49(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the group of trees shown hatched pink and labelled G50(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the group of trees shown hatched pink and labelled G52(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the group of trees shown hatched pink and labelled G53(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the group of trees shown hatched pink and labelled G54(C)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the part of the group of trees shown hatched pink and labelled G55(B)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the group of trees shown hatched pink and labelled G56(C)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the part of the group of trees shown hatched pink and labelled G57(C)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the part of the group of trees shown hatched pink and labelled G58(B)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the part of the group of trees shown hatched pink and labelled G59(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G60(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G61(C)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the part of the group of trees shown hatched pink and labelled G62(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G64(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G65(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the group of trees shown hatched pink and labelled G66(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the group of trees shown hatched pink and labelled G67(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G68(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the group of trees shown hatched pink and labelled G72(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the group of trees shown hatched pink and labelled G74(C)
tree and hedgerow retention and removal plan	the group of trees shown hatched pink and

(drawing number 2.15E)	labelled G76(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the group of trees shown hatched pink and labelled G77(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the group of trees shown hatched pink and labelled G78(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled G85(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled G86(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G91(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled G93(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled G95(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled G96(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the group of trees shown hatched pink and labelled G111(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G112(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the group of trees shown hatched pink and labelled G114(B)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the group of trees shown hatched pink and labelled G119(C)
tree and hedgerow retention and removal plan (drawing number 2.15J)	the group of trees shown hatched pink and labelled G139(B)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the group of trees shown hatched pink and labelled G144(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the group of trees shown hatched pink and labelled G146(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the group of trees shown hatched pink and labelled G148(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the group of trees shown hatched pink and labelled W2(B)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled W3(B)
tree and hedgerow retention and removal plan (drawing number 2.15H)	the part of the group of trees shown hatched pink and labelled W4(A)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the group of trees shown hatched pink and labelled W5(B)

PART 2

REMOVAL OF HEDGEROWS

(1) *Plan*	*(2)* *Hedgerow*
tree and hedgerow retention and removal plan (drawing number 2.15B)	part of the hedgerow shown with a pink line and marked H1(C)
tree and hedgerow retention and removal plan (drawing number 2.15B)	part of the hedgerow shown with a pink line and marked H2(C)
tree and hedgerow retention and removal plan (drawing number 2.15B)	part of the hedgerow shown with a pink line and marked H5(C)

tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H6(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H7(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H8(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	hedgerow shown with a pink line and marked H9(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	part of the hedgerow shown with a pink line and marked H10(B)
tree and hedgerow retention and removal plan (drawing number 2.15E)	hedgerow shown with a pink line and marked H11(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H12(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H13(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H14(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the hedgerow shown with a pink line and marked H17(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the hedgerow shown with a pink line and marked H18(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the hedgerow shown with a pink line and marked H19(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the hedgerow shown with a pink line and marked H20(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H21(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H22(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H23(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	the part of the hedgerow shown with a pink line and marked H24(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H25(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H26(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the hedgerow shown with a pink line and marked H34(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	hedgerow shown with a pink line and marked H35(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the hedgerow shown with a pink line and marked H36(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H37(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the hedgerow shown with a pink line and marked H38(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the hedgerow shown with a pink line and marked H39(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	hedgerow shown with a pink line and marked H40(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H41(C)
tree and hedgerow retention and removal plan	hedgerow shown with a pink line and marked

(drawing number 2.15F)	H42(C)
tree and hedgerow retention and removal plan (drawing number 2.15D)	hedgerow shown with a pink line and marked H44(C)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the part of the hedgerow shown with a pink line and marked H45(C)
tree and hedgerow retention and removal plan (drawing number 2.15A)	the part of the hedgerow shown with a pink line and marked H47(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	hedgerow shown with a pink line and marked H48(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the hedgerow shown with a pink line and marked H49(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the hedgerow shown with a pink line and marked H56(C)
tree and hedgerow retention and removal plan (drawing number 2.15H)	the part of the hedgerow shown with a pink line and marked H59(B)
tree and hedgerow retention and removal plan (drawing number 2.15H)	The part of the hedgerow shown with a pink line and marked H62(C)
tree and hedgerow retention and removal plan (drawing number 2.15H)	the part of the hedgerow shown with a pink line and marked H63(C)
tree and hedgerow retention and removal plan (drawing number 2.15H)	part of the hedgerow shown with a pink line and marked H64(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the hedgerow shown with a pink line and marked H65(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the hedgerow shown with a pink line and marked H66(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the hedgerow shown with a pink line and marked H69(C)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the hedgerow shown with a pink line and marked H70(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the hedgerow shown with a pink line and marked H77(C)
tree and hedgerow retention and removal plan (drawing number 2.15G)	the part of the hedgerow shown with a pink line and marked H78(C)
tree and hedgerow retention and removal plan (drawing number 2.15B)	the part of the hedgerow shown with a pink line and marked H79(C)
tree and hedgerow retention and removal plan (drawing number 2.15B)	the part of the hedgerow shown with a pink line and marked H80(C)

PART 3

REMOVAL OF IMPORTANT HEDGEROWS

(1) *Plan*	*(2)* *Important Hedgerow*
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the hedgerow shown with a pink line and marked H50(C)
tree and hedgerow retention and removal plan (drawing number 2.15E)	the part of the hedgerow shown with a pink line and marked H52(B)
tree and hedgerow retention and removal plan (drawing number 2.15F)	the part of the hedgerow shown with a pink line and marked H67(C)
tree and hedgerow retention and removal plan (drawing number 2.15C)	the part of the group of trees shown hatched pink and labelled G89(B)

SCHEDULE 14

Article 53

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF RAILWAY INTERESTS

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15 of this Part of this Schedule, any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

"asset protection agreement" means an asset protection agreement, basic asset protection agreement or both in a form agreed between the undertaker and Network Rail which must accord with the form of basic asset protection agreement already agreed between the undertaker and Network Rail as at the date of this Order;

"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 the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of the power under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions,

by the Office of Rail and Road, the Secretary of State for Transport or any other competent body, including change procedures and any other consents or approvals of any access beneficiary that may be required in relation to the authorised development; and

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 6 (maintenance of authorised development) in respect of such works.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures;

(b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order; and

(c) the undertaker must not exercise the powers conferred by—

(i) article 23 (authority to survey and investigate the land);

(ii) article 49 (felling or lopping of trees and removal of hedgerows);

(iii) article 50 (trees subject to tree preservation orders);

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

4.—(1) 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.

(2) Save for plot[s] [ ] as shown on the land plans, the undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 30 (private rights), article 31 (power to override easements and other rights) and article 37 (statutory undertakers), or in relation to any right of access of Network Rail to railway property without Network Rail's consent, but such right of access may be diverted with the consent of Network Rail.

(3) Save for plot[s] [ ] as shown on the land plans, the undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order do anything which would affect the safe running of trains on the railway.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it will never be unreasonable to withhold consent for reasons of operational or railway safety.

(6) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

5.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by expert determination in accordance with paragraph 22 of this Part of this Schedule.

(2) The approval of the engineer under sub-paragraph (1) must 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 such 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 reasonable opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of the undertaker 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 their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's reasonable opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out—

(a) at the expense of the undertaker; and

(b) in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic 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 will, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put.

(3) Nothing in this Part of this Schedule 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.—(1) The undertaker must—

(a) at all times and on reasonable notice afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail must 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 or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail 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 reasonable 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(2), pay to Network Rail all reasonable expenses, costs and losses properly and reasonably incurred by Network Rail by reason of the execution by Network Rail of that part of the specified work, to the extent not already recoverable under paragraph 15.

(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.—(1) 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, signallers, watch-persons, and other persons whom it will 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 reasonable 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,

together comprising the "Network Rail costs".

(2) Prior to the commencement of the specified works and prior to any works carried out pursuant to paragraph 5(3) or paragraph 5(4), Network Rail must provide the undertaker with an

estimate of the Network Rail costs, provided that where the specified works are, in the reasonable opinion of Network Rail, emergency works necessary to ensure the safety or stability of the railway and any delay in carrying out those works could prejudice railway safety, the obligation to provide the estimate prior to commencement does not apply, and Network Rail must instead provide the estimate as soon as reasonably practicable after the works have commenced.

(3) If at any time, Network Rail reasonably believes that the Network Rail costs will exceed the estimated Network Rail costs, it must give written notice to the undertaker as soon as reasonably practicable.

(4) Prior to payment of any sum due under this paragraph, Network Rail must provide the undertaker with an itemised schedule of the costs incurred.

(5) Save in the event of a dispute as to any sum due under this paragraph, the undertaker must pay to Network Rail the sum due within 30 days of receipt of the itemised schedule.

(6) Failure by Network Rail to provide an estimate under sub-paragraph (2), or to notify anticipated overspend under sub-paragraph (3), does not of itself prevent recovery of Network Rail costs reasonably incurred, but may be taken into account in determining reasonableness to the extent of any prejudice caused to the undertaker.

11.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker will in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but 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) has effect subject to this sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker is to test the use of the authorised development in a manner that has first been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the

authorised development causes EMI then the undertaker must 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 reasonably 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 all measures necessary 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;

(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; and

(d) the undertaker must not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(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 5.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph will be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in paragraph 22(3) to the Institution of Civil Engineers is to be read as a reference to the Institution of Engineering and Technology.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

13. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

14. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice

of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

15.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 40 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; or

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision will not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands;

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and

(c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) will if relevant include a sum equivalent to the relevant costs.

(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, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

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 of this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

17. In the assessment of any sums payable to Network Rail under this Part of this Schedule, there must not be taken into account any increase in the sums claimed that is attributable to any action taken by, or any agreement entered into by, Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable. For the avoidance of doubt, any action taken by Network Rail in compliance with its statutory, regulatory, safety or network licence obligations is deemed to be reasonably necessary unless shown otherwise.

18.—(1) 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. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

20.—(1) The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 8 (transfer of the benefit of certain provisions of the Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

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 57 (certification of plans and documents) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

Expert determination

22.—(1) Article 60 (arbitration) of the Order does not apply to this Part of this Schedule, save where sub-paragraph (7) applies.

(2) Any difference under this Part of this Schedule must, in the first instance, be referred to a representative of Network Rail and a representative of the undertaker, each of whom holds a senior management position. Those representatives must meet as soon as possible and will endeavour in good faith to resolve any dispute or difference amicably.

(3) In the event that the senior representatives appointed pursuant to sub-paragraph (2) cannot resolve the dispute, it 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. That person is to be agreed by the parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

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

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

(6) The expert must—

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

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

(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(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 60 (arbitration).

23. The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 2

FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

Application etc.

1.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or the Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all National Highways' statutory functions.

(3) The undertaker and National Highways and the local highway authority or their successors in function as highway authorities for their respective road networks may in respect of Work No. [ ] in its entirety agree with each other that any one of the highway authorities may assume responsibility for that work pursuant to section 4 or 6 or 8 (as relevant) of the 1980 Act or by agreement such agreement to be in the relevant highway authority's absolute discretion.

Interpretation

2.—(1) Where terms used in this Part of this Schedule which are defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) below, the latter prevail.

(2) In this Part of this Schedule—

"acceptable security" means either—

(a) a bond; or

(b) parent company guarantee from a parent company in favour of National Highways to the sum of 110% of the cost of carrying out the phase of the specified works concerned (to include all costs plus any commuted sum for such phase), or such other sum agreed between the undertaker and National Highways (in a form reasonably satisfactory to National Highways and where required by National Highways, accompanied by a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee);

"as built information" means one electronic copy of the following information where National Highways deems necessary—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker, in compliance with DMRB GG 184 Specification for the use of Computer Aided Design or any successor document;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals any information required by the Specification for Highway Works or any replacement or modification of it;

(g) organisation and methods manuals for all products used;

(h) as constructed programme;

(i) test results and records as required by the detailed design information and during construction phase of the relevant specified work;

(j) a stage 3 road safety audit and subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

(l) such other information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highways' Asset Data Management Manual as is in operation at the relevant time or any successor of it including CCTV surveys;

"bond" means a bond in the form annexed hereto at Annex 1 (or substantially in such form) duly executed by the undertaker or a contractor and a reputable UK surety company or other UK financial institution to be previously approved in writing by National Highways (such approval not to be unreasonably withheld or delayed) and which may be given by the undertaker or a contractor acting on its behalf;

"the bond sum" means 110% of the cost of carrying out the phase of the specified works concerned (to include all costs plus any commuted sum for such phase), or such other sum agreed between the undertaker and National Highways, to be provided to National Highways in the form of—

(a) a bond;

(b) a cash surety; or

(c) where agreed by National Highways a combination of a bond and cash surety;

"cash surety" means a cash deposit to be paid by the undertaker into an account specified by National Highways;

"commuted sum" means such sum calculated as provided for in paragraph 14 of this Part of this Schedule to be used to fund the future cost of maintaining any new National Highways assets, structures or apparatus provided under the Order;

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

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

"defects" means defects arising from defective design materials or workmanship of the relevant phase of the specified works;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be 12 months from the date of the provisional certificate during which defects must be rectified by the undertaker;

"detailed design information" means such of the following drawings specifications and calculations as are relevant to the phase of the specified works concerned and in accordance with the general arrangements for such phase as shown on the highway plans, unless otherwise agreed by National Highways—

(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, including as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(e) earthworks including supporting geotechnical assessments required by DMRB CD 622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

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

(g) traffic signs and road markings;

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

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

(j) regime of California Bearing Ratio testing;

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

(l) motorway communications as required by DMRB;

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

(n) landscaping;

(o) proposed departures from DMRB standards;

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

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

(r) utilities diversions;

(s) topographical survey;

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

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

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

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

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

"final certificate" means the certificate relating to those aspects of the phase of specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 12;

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

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

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

"parent company" means a parent company of the undertaker acceptable to National Highways acting reasonably;

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

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

"provisional certificate" means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 8 when it considers the specified works are substantially complete and may be opened for traffic;

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

"road safety audit standard" means DMRB Standard GG 119 or any replacement or modification of it;

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

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

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

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

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

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

General

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

(2) Notwithstanding the limits of deviation permitted pursuant to article 4 (parameters of authorised development) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in, under or over the strategic road network unless such works are agreed in writing with National Highways.

(3) References to any documents or standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this

Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

(4) Unless otherwise stated, where National Highways' consent, authorisation, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker—

(a) National Highways' consent must not be unreasonably withheld or delayed;

(b) if by the end of the period of 28 days from the request for any consent, authorisation, agreement or approval, National Highways has not intimated its disapproval and the grounds of such disapproval, the undertaker may give National Highways written notice requiring National Highways to intimate approval or disapproval within a further period of 28 days beginning with the date upon which National Highways receives written notice from the undertaker; and

(c) if by the expiry of the further 28 days National Highways has not intimated approval or disapproval, National Highways is deemed to have approved the details as submitted.

Works outside the Order limits

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

Prior approvals and security

5.—(1) No phase of the specified works is to commence until in respect of that part of the relevant phase, save where an item in (a) to (k) is agreed by National Highways as not being relevant to that phase—

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

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

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

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

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

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

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

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

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

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

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

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

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the relevant phase of the specified works (which must include winter maintenance in accordance with paragraph 6(11) below) has been agreed in writing by National Highways;

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

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

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

(2) National Highways must, on reasonable notice from the undertaker, facilitate access to those parts of the strategic road network and any land in which National Highways has an interest as is reasonably required by the undertaker for the purpose of carrying out the condition survey referred to in sub-paragraph (1)(k) and for the purposes of the undertaker exercising its powers pursuant to article 23 (authority to survey and investigate the land).

(3) National Highways must prior to the commencement of each phase of the specified works or the exercise of any power referenced in sub-paragraph (1) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1) but for the avoidance of doubt, failure to inform the undertaker of the identity of the point of contact will not prevent the commencement of any phase.

(4) Any approval of National Highways required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) must be given in writing; and

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

(5) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways as soon as is reasonably practicable and in any event within 7 days and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph 5(1) of this Part.

Construction of the specified works

6.—(1) The undertaker must give National Highways 3 months' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.

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

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

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 5(1) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 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 highway works as shown on the highway plans or a departure from those standards which have been approved by National Highways; and

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

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

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

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

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

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

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

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

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

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

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

(11) Until such time that National Highways issues the provisional certificate for a phase the undertaker must carry out all maintenance for that phase in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 5(1)(h) and the undertaker must carry out such maintenance at its own cost. Such maintenance is only to include winter maintenance where—

(a) access to carry out such maintenance by National Highways is not available by virtue of the works being carried out on that phase; and

(b) any winter maintenance is needed immediately prior to the opening of any carriageway to traffic where that carriageway had been closed for the purposes of the carrying out of the phase concerned.

(12) The undertaker must notify National Highways if it fails to complete a phase of the specified works in accordance with the agreed programme pursuant to paragraph 5(1)(b) of this Part or suspends the carrying out of any phase beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

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

(a) the checking and approval of the information required under paragraph 5(1);

(b) the supervision of that phase of the specified works;

(c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any specified works, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor;

(d) the checking and approval of the information required to determine approvals under this Order;

(e) reasonable costs in relation to the transfer of any land required to or from National Highways for that phase of the specified works;

(f) reasonable legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a) to (d); and

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

together comprising "the NH costs".

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

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of a phase of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing that phase of the specified works and in any event prior to National Highways incurring any cost. For the avoidance of doubt failure to provide a schedule of NH costs will not prevent commencement of any phase.

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

(5) National Highways must give the undertaker a final itemised account of the NH costs referred to in sub-paragraph (1) above within 91 days of the issue of the provisional certificate issued pursuant to paragraph 8(3) of this Part of this Schedule.

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

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

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

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

Provisional Certificate

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

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

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable and within 14 days of receipt of the application under sub-paragraph (1) or such other period agreed between the parties—

(a) inspect the phase of specified works; and

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

(4) When—

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

(b) the phase incorporating the approved remedial works under sub-paragraph (3)(a) and any further works notified to the undertaker pursuant to sub-paragraph (2)(b) have been completed to the satisfaction of National Highways;

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

(d) the undertaker has paid the commuted sum for the phase to National Highways,

National Highways must issue the provisional certificate in respect of that phase no later than 5 working days from completion of all of sub-paragraph 3(a) to (d).

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

(6) The undertaker must submit a stage 4 road safety audit in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road

safety audit and must pay all costs of and incidental to such and provide updated as built information to National Highways.

Opening

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

Final condition survey

10.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 8(1), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD 622 if the phase of specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to paragraph 10(1) indicates that any damage has been caused to a structure or asset as a result of the specified works, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted and such programme as National Highways may reasonably require.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme pursuant to paragraph 10(2) or fails to submit a scheme for remedial works to National Highways, National Highways may carry out the steps required of the undertaker and may recover on demand any expenditure from the undertaker it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to paragraph 10(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure from the undertaker it reasonably incurs in so doing, such sum to be payable by the undertaker within 21 days of a written demand, which includes itemised costs.

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

Defects period

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

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

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

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same or such other time period as is agreed.

(2) Following the issuing of the provisional certificate National Highways has responsibility for the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 12 months by and at the expense of the undertaker.

Final certificate

12.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable and within 28 days of receipt of the application under sub-paragraph (1)—

(a) inspect the strategic road network; and

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

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 12(2)(b).

(4) When National Highways is satisfied that—

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 12(2)(b) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and

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

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

(5) The undertaker must pay to National Highways within 28 days of demand the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph 12.

Security

13.—(1) No phase of the specified works is to commence until the undertaker procures that that phase of the specified works is secured by the relevant acceptable security to indemnify National Highways against losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the relevant specified works under the provisions of this Part of this Schedule.

(2) If at any time the undertaker is in breach of the provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving notice to the undertaker to use such parts of the acceptable security as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may use the acceptable security to forward fund such works.

Commuted sums

14.—(1) The undertaker must pay to National Highways the commuted sum in respect of a phase prior to the issue of the provisional certificate for that phase.

(2) Any commuted sum payable under this Part of this Schedule is to reflect the true net increase of maintenance of the new asset, structure or apparatus provided and must take into account any improvement or benefit the new infrastructure provides.

Insurance

15. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer, the sum of which is to be reasonable in the circumstances and as agreed by the parties (acting reasonably) but subject to a maximum of £50,000,000.00 (fifty million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

Indemnity

16.—(1) The undertaker fully indemnifies National Highways from and against all reasonable costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from or in connection with the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within 28 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

(2) The undertaker's duty to indemnify National Highways pursuant to this paragraph 16 shall continue in full force and effect until all such claims have been determined, settled and discharged and National Highways reimbursed in full notwithstanding the issue of the final certificate.

(3) National Highways will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any expenses, loss, demands, proceedings, damages, claims, penalty or costs which may be claimed pursuant to this Part of this Schedule.

Maintenance of the specified works

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

(2) If, for the purposes of maintaining the relevant phase of specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of that phase of the specified works for which a road space booking is required shall commence without a road space booking having first been secured save in the event of urgent maintenance where the provisions of paragraphs 11(1)(a) and (b) apply.

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

(4) The provisions of paragraph 17 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

18.—(1) Following the issue of the final certificate pursuant to paragraph 12(4), National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of the strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works.

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

(3) The undertaker may serve notice on National Highways that it wishes to take a freehold transfer of land listed within the plots below, as shown on the land plans, such transfer to take effect following the land being stopped up pursuant to article 11 (permanent stopping up of streets)—

(1) Plot number	*(2) Land Plan*

(4) If National Highways receives notice under sub-paragraph (3) then National Highways must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at the cost of the undertaker.

(5) Subject to sub-paragraph (6), the undertaker and National Highways agree that following a transfer pursuant to sub-paragraph (3), the undertaker will not exercise the powers pursuant to article 26 (compulsory acquisition of land) and article 29 (compulsory acquisition of rights and imposition of restrictive covenants) of this Order.

(6) Where any land or interest is proposed to be acquired pursuant to this Order for the benefit of National Highways, the undertaker must, unless otherwise agreed by National Highways, exercise article 26 (compulsory acquisition of land) and article 29 (compulsory acquisition of rights and imposition of restrictive covenants) as applied by article 33 (application and modification of the 1981 Act) of this Order to directly vest in National Highways any such land or interest.

Adoption of operational land

19. Following receipt of written notice from the undertaker, National Highways will adopt the land which is owned by National Highways listed within the plots below, as shown on the land plans, and on adoption, the land will be maintained by and at the expense of National Highways and the undertaker and National Highways agree that following such adoption, the undertaker will not exercise the powers pursuant to article 26 (compulsory acquisition of land) and article 29 (compulsory acquisition of rights and imposition of restrictive covenants) of this Order.

(1) Plot number	*(2) Land Plan*

Expert Determination

20.—(1) Article 60 (arbitration) of the Order does not apply to this Part of this Schedule, save where sub-paragraph (7) applies.

(2) Any difference under this Part of this Schedule must in the first instance, be referred to a representative of National Highways and a representative of the undertaker, each of whom hold a senior management position. Those representatives will meet as soon as possible and will endeavour in good faith to resolve any dispute or difference amicably.

(3) In the event that the senior representatives appointed pursuant to sub-paragraph (2) cannot resolve the dispute, it 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.

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

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

(6) The expert must—

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

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

(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(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 60 (arbitration).

(8) 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

21. The form of Bond Agreement is as follows—

"**BOND AGREEMENT**

THIS BOND is made as a deed **BETWEEN** the following parties

PARTIES

(1) The Undertaker/Contractor: [ ], whose main office is at [ ]

(2) The Guarantor: [ ] with company number [ ] and whose office for receipt of any claim is [ ]

(3) The Beneficiary: National Highways Limited (company registration number 09346363) having its registered office at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ

WHEREAS

(A) Pursuant to the Order [ ] (the Order), the Undertaker/Contractor is permitted to carry out the Specified Works as defined in the Order upon and subject to the terms and conditions therein set out.

(B) The Guarantor has agreed with the Beneficiary at the request of the Undertaker/Contractor to guarantee the obligations of the Undertaker/Contractor contained in the Order in accordance with the terms and conditions of this Bond subject to the limitations set out in clause 2.

NOW THIS DEED WITNESSES as follows:

1.—(1) The Guarantor guarantees to the Beneficiary that if the Undertaker/Contractor at any time:

(2) becomes insolvent and for the purposes of this Bond insolvent shall mean the Undertaker/Contractor:

(a) has an administration order made against it or has an administrator appointed over it;

(b) has an administrative receiver appointed over its assets;

(c) has a winding up order made against it or a liquidator appointed over it (except for the purpose of solvent amalgamation or reconstruction);

(d) enters into an arrangement, compromise or composition with its creditors (including, but not limited to, becoming subject to a moratorium under Part A1 of the Insolvency Act 1986); or

(e) otherwise becomes insolvent for the purposes of the Insolvency Act 1986;

(3) fails to pay an amount that is properly due to the Beneficiary in accordance with the Order; or

(4) is otherwise in breach of the Order,

the Guarantor shall subject to the provisions of this Bond satisfy and discharge the damages sustained by the Beneficiary as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Order and taking into account all sums due or to become due to the Undertaker/Contractor.

2. The maximum aggregate liability of the Guarantor and the Undertaker/Contractor under this Bond shall not exceed the Bond Sum (as set out in the Schedule) but, subject to such limitation and to clause 4, the liability of the Guarantor shall be co-extensive with the liability of the Undertaker/Contractor under the Order.

3. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and/or provisions of the Order and/or in the extent or nature of the Specified Works and no allowance of time or other forbearance or indulgence by the Beneficiary under or in respect of the Order or the Specified Works shall in any way release, reduce or affect the liability of the Guarantor under this Bond.

4. Whether or not this Bond shall be returned to the Guarantor the obligations of the Guarantor under this Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Order which has occurred and in respect of which a claim in writing and containing such particulars of such breach has been made upon the Guarantor before Expiry.

5. The Undertaker/Contractor having requested the execution of this Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Beneficiary or the Guarantor against the Undertaker/Contractor) to perform and discharge the obligations on its part set out in the Order.

6. This Bond and the benefits thereof may not be assigned by the Beneficiary without the prior written consent of the Guarantor and the Undertaker/Contractor to any party to whom the benefit of the Order is assigned although the Beneficiary may assign to a successor body/organisation without the consent of the Guarantor and the Undertaker/Contractor.

7. The parties to this Bond do not intend that any of its terms will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it except pursuant to any assignment in accordance with clause 6 above.

8. This Bond shall be governed by and construed in accordance with the laws of England and only the courts of England shall have jurisdiction hereunder.

SCHEDULE TO BOND AGREEMENT

Bond Sum: shall have the same meaning as in the Order and shall be in the sum of [£] [amount in words] for the period until the Beneficiary has issued the Provisional Certificate (as defined in the Order) for the Specified Works and reduced thereafter until Expiry.

Expiry: The Bond Sum shall be progressively reduced as follows:

(a) within 20 working days of the issue of the Provisional Certificate, the Beneficiary shall release the Guarantor in writing from its obligations under the terms of this Bond to the extent of eighty per cent of the Bond Sum save insofar as any claim or claims have been made against the Guarantor or liability on its part has arisen under this Bond before that date in which case the Beneficiary will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for and/or arising from and/or in connection with the Specified Works.

(b) within 2 working days of the issue of the Final Certificate (as defined in the Order), the Beneficiary shall release the Guarantor in writing from its obligations

under this Bond of the remaining Bond Sum save insofar as any claim or claims have been made against the Guarantor or liability on its part has arisen under this Bond before that date in which case the Beneficiary will be at liberty to retain a sufficient sum in line with the principle in sub-clause (a) above."

PART 3

FOR THE PROTECTION OF THE LOCAL HIGHWAY AUTHORITY

Application

1. The provisions of this Part of this Schedule have effect, and apply to the county highway works, unless otherwise agreed in writing between the undertaker and the local highway authority.

Interpretation

2.—(1) The terms used in this Schedule are as defined in article 2 (interpretation) of this Order save where inconsistent with sub-paragraph (2) which will prevail.

(2) In this Schedule—

"acceptable security" means either—

(a) a bond; or

(b) parent company guarantee from a parent company in favour of the local highway authority for the sum equal to 100% of the local highway authority's reasonable estimate of all of the costs of carrying out the most expensive phase of the county highway works on the adopted highway concerned or such other sum agreed between the undertaker and the local highway authority (in a form reasonably satisfactory to the local highway authority where required by the local highway authority, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee);

"approval in principle" means the document, which records the agreed basis and criteria for the detailed design or assessment of a highway structure.

"as built information" means one electronic copy of the following information where applicable to the phase in question—

(a) as constructed drawings in PDF format and, where requested by the local highway authority, AutoCAD DWG format or such other alternative format as requested by the local highway authority 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) method statements for works carried out;

(f) in relation to road lighting, signs and traffic signals any information required by the local highway authority;

(g) plan of temporary signage indicating new road layouts;

(h) operation and maintenance manuals for all products used;

(i) as constructed programme;

(j) health and safety file under the Construction (Design and Management) Regulations 2015;

(k) test results and records required by the detailed design information and during the construction phase of the relevant county highway works;

(l) landscape drawings;

(m) highway drainage drawings;

(n) plans identifying any land which is highway maintainable at public expense;

(o) a stage 3 road safety audit subject to any exceptions to the road safety audit as agreed by the undertaker and the local highway authority; and

(p) other such information as is readily available to the undertaker and may be reasonably required by the local highway authority to be used to update any relevant databases;

"bond" means a bond from a surety approved by the local highway authority on terms that are reasonably obtainable in the UK market at the time of procurement for the bond sum drafted substantially as detailed in Form 2 contained in this Part of this Schedule and which may be given by the undertaker or a contractor, and includes any replacement bond provided in accordance with paragraph 14 (Security) of this Part of this Schedule;

"the bond sum" means the sum equal to 100% of the local highway authority's reasonable estimate of all costs of carrying out the most expensive phase of the county highway works to include county highway works on the local road network, county highway works not on the local road network once open to the public, or such other sum as may be agreed between the undertaker and the local highway authority;

"commuted sum" means such sum as is calculated by the local highway authority for each phase in accordance with paragraph 11(7) (payments) of this Part of this Schedule in respect of any highway structure and any adoptable feature within that phase, to be used to fund the future cost of maintaining that highway structure or adoptable feature;

"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 (or any part thereof including their design) and approved by the local highway authority in accordance with paragraph 3(3) (prior approvals) of this Part of this Schedule;

"county highway works" means Works Nos. 10, 11, 12A, 12B, 13A, 13B, 17, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 27A, 27B, 28, 33, 36 and 39 identified on the works plans the general arrangement of which is shown on the highway general arrangement plans and any ancillary works;

"county highway works fees" means the local highway authority's reasonable estimate of all of the costs which may be incurred for—

(a) considering and approving the detailed design information;

(b) the work carried out by the local highway authority including travel expenses to and from the county highway works and all other expenses properly incurred by the local highway authority in connection with inspecting the county highway works; and

(c) any administration costs in relation to sub-paragraphs (a) and (b);

(d) the checking and approval of all design work carried out by or on behalf of the undertaker for that phase;

(e) costs in relation to agreeing the programme of works for that phase;

(f) the carrying out of the inspection of that phase; and

(g) which will be capped at a sum equal to 10% for the first £4,000,000 (four million pounds) of the costs of the county highway works and 2.5% of the costs above £4,000,000 (four million pounds);

"default" means any failure to comply with this Part of this Schedule;

"detailed design information" means the following drawings, specifications and other information which must be in accordance with the general arrangements shown on the highway general arrangements plans unless otherwise agreed between the local highway authority and the undertaker—

(a) site clearance;

(b) boundary, environmental and mitigation fencing;

(c) road restraint systems (vehicle and pedestrian) and supporting Road Restraint Risk Assessment Process assessment (RRRAP);

(d) drainage and ducting;

(e) earthworks including supporting geotechnical assessments required by DMRB CD 622 or any successor document;

(f) pavements and pavement foundations;

(g) kerbs, footways and paved areas;

(h) traffic signs, signals and road markings;

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

(j) ANPR equipment and supporting structure;

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

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

(m) highway structures and any required certification in accordance with DMRB CG 300;

(n) landscaping;

(o) utilities diversions;

(p) topographical survey;

(q) agreed departures from Standard;

(r) identification of any land to be dedicated as highway;

(s) a report of walking, cycling and horse riding carried out in accordance with DMRB GG 142 or any successor document;

(t) Stage 2 Road Safety Audit and exceptions agreed and, in the event that works are not commenced within five years of the date of the Stage 1 Road Safety Audit for the relevant county highway works, a further Stage 1 Road Safety Audit and exceptions agreed; and

(u) pre-construction health and safety information,

where relevant to the phase concerned;

"DMRB" means, subject to paragraph 3(4)(b), the current Design Manual for Roads and Bridges at the date of this Order;

"emergency" means an event or situation threatening serious damage to persons or property;

"estimated costs" means the estimated costs in respect of each phase agreed in accordance with paragraph 11(2) (payments) of this Part of this Schedule;

"final certificate (phase)" means the certificate issued by the local highway authority to the undertaker for each phase to certify that the maintenance period (phase) has been completed to the satisfaction of the local highway authority, in accordance with paragraph 13 (final certificate (phase)) of this Part of this Schedule;

"final certificate (whole works)" means the certificate issued by the local highway authority to the undertaker to certify that the maintenance period (phase) for each of the individual phases of the county highway works have been completed to the satisfaction of the local highway authority, in accordance with paragraph 14 (security) of this Part of this Schedule;

"insolvency event" means bankruptcy, liquidation or insolvency of the undertaker or the presentation of a petition for the making of an administration order in respect of the undertaker or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the undertaker;

"local road network" means the roads for which the local highway authority is the highway authority;

"maintenance period (phase)" in relation to each phase of the county highway works, means a period of twelve months from the date of the provisional certificate (phase) for that phase or a longer period if agreed between the undertaker and the local highway authority;

"nominated persons" means the undertaker's representatives or the contractors' representatives on site during the carrying out of the county highway works as notified to the local highway authority from time to time;

"phase" means a part of the county highway works to be carried out as a separate part, the scope of which is to be agreed with the local highway authority;

"programme of works" means a document setting out the sequence and timetabling of works for the phase in question;

"provisional certificate (phase)" means the certificate issued by the local highway authority to the undertaker for each phase of the county highway works to certify that in the opinion of the local highway authority the county highway works have been constructed to the approved design and perform the function for which they were intended and are complete except for minor items not affecting safety;

"provisional certificate (whole works)" means the certificate issued by the local highway authority to the undertaker following the issue of the final provisional certificate (phase) in respect of the final phase of the county highway works to be completed to certify that in the opinion of the local highway authority the county highway works as a whole have been constructed to the approved design and perform the function for which they were intended and are complete except for minor items not affecting safety;

"Road Safety Audit" means an audit carried out in accordance with the Road Safety Audit Standard;

"Road Safety Audit Standard" means DMRB GG 119 or successor document;

"satisfaction of the local highway authority" means the normal standards of the local highway authority in approving the design construction and/or rectification of defects of equivalent highway works applied elsewhere within its administrative area;

"specification" means—

(a) in relation to design—

(i) Design Manual for Roads and Bridges;

(b) in relation to the works specification—

(i) National Highways' Specification for Highway Works;

(ii) Oxfordshire County Council's Standard detail drawings;

(c) in relation to street lighting—

(i) design in accordance with BS 5489; and

(ii) Oxfordshire County Council's Street Lighting Specification; and

(d) in relation to traffic signs—

(i) the Traffic Signs Regulations and General Directions 2016 and any modifications of them;

(ii) the Traffic Signs Manual (Department of Transport);

"technical approval authority" means the organisation responsible for agreeing the approval in principle and subsequently accepting the relevant certificates for all highway structures under DMRB CG 300 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 1991 Act; and

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

(3) In this Schedule, a reference to a document includes any successor document save to the extent that:

(a) compliance would result in inconsistency with the general arrangement of the highway works as shown on the highway plans; or

(b) a departure from such document has been approved by the local highway authority; or

(c) a departure from such document is required to comply with such approvals or requirements of the local highway authority in paragraph 3 of this Part of this Schedule that need to be in place prior to the works being undertaken.

(4) The undertaker and the local highway authority shall at all times act reasonably provided that nothing in this Part of this Schedule shall prejudice or affect the rights powers duties and obligations of the local highway authority in the exercise of its functions.

(5) Any 'certificate' required to be issued by the local highway authority pursuant to these protective provisions shall not take any particular form except that it shall be in writing and shall include one of the words "certificate", "certify" or "certifies".

Prior Approvals

3.—(1) The local highway authority is the technical approval authority in respect of all highway structures included in the county highway works and the approval in principle for all such highway structures must be submitted to and obtained from the local highway authority in writing prior to any work commencing on the detailed design for any such highway structure.

(2) The undertaker must take the specification into account in preparing the detailed design information for submission to the local highway authority.

(3) No work must 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 in writing by the local highway authority.

(4) No work must commence on any phase of the county highway works other than by a contractor employed by the undertaker but first approved by the local highway authority.

(5) No work must commence on any phase of the county highway works until the acceptable security for the carrying out of that phase has been agreed by the local highway authority and the undertaker has provided the acceptable security in a form acceptable to the local highway authority.

(6) No work must commence on any phase of the county highway works until traffic management provisions have been agreed with the local highway authority.

(7) No work must commence on any phase of the county highway works until any land within that phase not within the public highway which will become public highway as a result of the authorised works is in the ownership or control of the undertaker.

Carrying out of works

4.—(1) Subject to sub-paragraph (2), the undertaker must prior to commencement of each phase of the county highway works give the local highway authority no less than 12 weeks' notice in writing of the proposed date on which the phase of the county highway works will start unless otherwise agreed with the local highway authority.

(2) The undertaker must comply with the local highway authority's usual road space booking procedures prior to and during the carrying out of each phase of the county highway works and no county highway works for which a road space booking is required must commence without a road space booking having first been secured.

(3) Each phase must be carried out to the satisfaction of the local highway authority in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 3(3) of this Part of this Schedule, or as subsequently varied by agreement between the undertaker and the local highway authority; and

(b) the DMRB, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works).

(4) The undertaker must permit, and must require the contractor engaged on the county highway works to permit, at all reasonable times and on reasonable notice (other than in an emergency or risk of an impact to safety) 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 county highway works (which are not part of the local road network) for the purposes of inspection and supervision and to verify compliance with the provisions of this Part of this Schedule in accordance with the local highway authority's inspection policy.

(5) 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.

(6) The undertaker must permit attendance by representatives of the local highway authority at all pre-contract and progress meetings held in relation to each phase.

(7) The undertaker must provide reasonable access to its working facilities including access to welfare and office facilities to include communication equipment and parking provisions for the local highway authority for the duration of each phase.

(8) At any time during the carrying out of the county highway works the nominated persons must act upon any reasonable and safe 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 contractor's obligations under its contract with the undertaker or the undertakers' obligations in this Order.

(9) Insofar as it does not conflict with the terms of the Order, the undertaker must, while the county highway works are being carried out, maintain the flow of traffic and safeguard the passage of pedestrians along any street on which the county highway works are being carried out, and maintain, or provide temporary alternative for all accesses (including private accesses) affected thereby or in the vicinity thereof.

(10) If at any time the undertaker does not comply with any of the terms of this Part 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, the local highway authority, on giving the undertaker 14 days' notice in writing to that effect, is entitled to either—

(a) carry out and complete that phase of the county highway works and any maintenance works which the undertaker would have been responsible for on the undertaker's behalf; or

(b) carry out such necessary works of reinstatement of the highways and other land and premises of the local highway authority,

and in either case 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 in undertaking this work.

(11) If at any time the undertaker, in carrying out any phase of the county highway works, causes any damage or disruption to the local road network not hereby authorised then the local highway authority will give notice of such damage or disruption and allow the undertaker 14 days to remedy the problem. Should the undertaker fail to adequately remedy the problem to the satisfaction of the local highway authority, the local highway authority, on giving the undertaker a further 7 days' notice in writing to that effect, is entitled to carry out such necessary works deemed appropriate to remedy the damage or disruption, 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 in undertaking this work and for the avoidance of doubt the local highway authority is entitled to utilise the bond should the undertaker fail to pay any costs arising from this sub-paragraph within 28 days of receipt of a demand for such costs being made by the local highway authority.

(12) Nothing in this Part of this Schedule prevents the local highway authority from carrying out any work or taking such action as deemed appropriate, without prior notice to the undertaker, in the event of an emergency or danger to the public. The cost to the local highway authority of such work or action is chargeable to and recoverable from the undertaker if the need for such action arises from the carrying out of the county highway works, and the local highway authority is entitled to utilise the acceptable security should the undertaker fail to pay any costs arising from

this sub-paragraph within 28 days of receipt of a demand for such costs being made by the local highway authority.

(13) In carrying out each phase, the undertaker must, at its own expense divert or protect all utilities, including any pipes, wires, cables or equipment belonging to any person having power or consent to undertake street works under the 1991 Act, 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 satisfaction of the local highway authority acting reasonably.

(14) In the event that the local highway authority incurs additional costs in the winter maintenance of the highway as a result of traffic management measures regulating the phase concerned (over and above the costs that would have been incurred in the absence of the county highway works being carried out), the undertaker must reimburse the local highway authority for those additional costs, reasonably and properly incurred.

(15) 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.

Traffic and Safety Control

5. In carrying out work in or adjoining the local road network the undertaker must comply in all respects with the "Safety at Street Works and Road Works a Code of Practice" also known as the Red Book.

Approval of team undertaking Road Safety Audits

6. The undertaker must not engage or permit the engagement of any audit team unless that audit team has first been approved by the local highway authority as suitable to undertake Road Safety Audits in accordance with the Road Safety Audit Standard or any replacement or modification of that Standard.

Road Safety Audits

7.—(1) If the local highway authority determines that it is necessary at any time during the detailed design or construction stages of the county highway works the local highway authority may require that an interim Road Safety Audit be carried out in accordance with the Road Safety Audit Standard and be submitted to the local highway authority and if so required by the local highway authority any recommendations in such interim audit must be implemented to the local highway authority's satisfaction.

(2) Prior to the approval of the detailed design information for a phase, a Stage 2 Road Safety Audit must be carried out in respect of that phase in accordance with the Road Safety Audit Standard and must be submitted to the local highway authority and if so required by the local highway authority any recommendations made in the Stage 2 audit must be implemented to the local highway authority's satisfaction.

(3) Prior to the issue of the provisional certificate in respect of a phase, a Stage 3 Road Safety Audit must be carried out for that phase in accordance with the Road Safety Audit Standard and must be submitted to the local highway authority and if so required by the local highway authority any recommendations made in the Stage 3 audit must be implemented to the local highway authority's satisfaction.

(4) If required by the local highway authority, a Stage 4 Road Safety Audit must be carried out in accordance with the Road Safety Audit Standard in respect of each phase of the county highway works and must be submitted to the local highway authority no later than 12 weeks from the date when a complete year of accident data is available following the first anniversary of the opening of that phase for public use and if so required by the local highway authority any recommendations made in the Stage 4 audit must be implemented to the local highway authority's satisfaction.

Highway apparatus

8. The undertaker must permit the local highway authority access at all reasonable times and on reasonable notice (other than in an emergency) to any part of the site upon which the county highway works are being carried out (and which are not part of the local road network) and in which cables, pipes, ducts or other apparatus are located to enable the local highway authority to undertake works reasonably required for the maintenance of the said cables, pipes, ducts or other apparatus including any works which are undertaken to improve those cables, pipes, ducts or other apparatus.

Use of sums paid

9. The local highway authority must use such sums as are payable to it in accordance with the terms of this Part of this Schedule together with any interest which may accrue only for the purposes for which they are expressed to be paid.

Statutory procedures and orders

10. The undertaker must pay to the local highway authority promptly the total costs properly and reasonably 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 and whether or not such procedure or order is or are experimental, temporary or permanent provided that this paragraph does not apply to the making of any orders which duplicate the orders contained in this Order.

Payments

11.—(1) The undertaker must fund the whole of the cost of the county highway works and must pay to the local highway authority promptly in respect of each phase the county highway works fees.

(2) The undertaker and the local highway authority must agree the county highway works fees to be incurred pursuant to sub-paragraph (1) in respect of each phase prior to the commencement of that phase.

(3) The undertaker must make the payments referred to in sub-paragraph (1) as follows—

(a) the undertaker must pay a sum equal to the agreed county highway works fees 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 (3)(a) has become payable the local highway authority reasonably estimates that the costs in respect of that phase referred to in sub-paragraph (1) will exceed the county highway works fees for that phase it may give notice to the undertaker of the amount by which it then reasonably estimates those costs will exceed the estimated county highway works fees ("the excess") and the undertaker must pay to the local highway authority within 28 days of the date of that notice a sum equal to the excess.

(4) In the event that the local highway authority needs to engage external consultants to undertake specialist activities identified in this Part of this Schedule the undertaker will pay to the local highway authority the reasonable fees of the appointed consultants where it is agreed (prior to instruction) that their input is required and appropriate to enable the local highway authority to undertake its activities. The local highway authority will agree with the undertaker in advance of the appointment of any external consultant and provide details of the consultant to be appointed and of their fees.

(5) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the party to whom it was due interest at 1% above the rate payable in respect of compensation under section 32 (rate of interest after entry on land) of the 1961 Act 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.

(6) Immediately prior to the issue of the final certificate (phase) in respect of any phase the undertaker must pay to the local highway authority any commuted sums payable in respect of that phase as provided for in sub-paragraph (8).

(7) The rates to be applied in calculating any commuted sums payable for the county highway works in a phase must be calculated in accordance with Oxfordshire County Council's 'Commuted Sum Calculator' (base date November 2025) or as otherwise agreed in writing between the undertaker and the local highway authority prior to the commencement of the county highway works in that phase.

(8) Any requests for payment by the local highway authority must be supported by an itemised invoice.

(9) All costs incurred by the local highway authority must be reasonably and properly incurred.

Provisional certificate and maintenance period (phase)

12.—(1) As soon as each phase has been completed and a Stage 3 Road Safety Audit for that phase has been carried out and any resulting recommendations complied with to the satisfaction of the local highway authority, the local highway authority must, within 14 days of the undertaker notifying the local highway authority in writing that those requirements have been met, issue a provisional certificate (phase) in respect of that phase and the undertaker at its own expense must—

(a) maintain that phase of the county highway works in a good state of repair including the fencing and lighting of all open trenches;

(b) keep all building materials and plant clear of the carriageway and footways to the satisfaction of the local highway authority for the duration of the maintenance period (phase);

(c) carry out such routine maintenance as may be necessary or required by the local highway authority to facilitate use by the public; and

(d) undertake all other work and maintenance in respect of that phase including but not limited to the repair of any damage,

until issue of the final certificate (phase) in respect of that phase under paragraph 13 (final certificate (phase)) and that phase of the county highway works becomes highways maintainable at the public expense.

(2) The undertaker must at its own expense remedy any defects in that phase identified by the local highway authority (but only defects attributable to defective design materials or workmanship, and excluding any damage arising from winter maintenance) and whether caused by or resulting from any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon such work to the satisfaction of the local highway authority acting reasonably during the maintenance period (phase) in respect of that phase.

(3) Any notification of defects by the local highway authority is to be made without delay following inspection of the phase by the local highway authority and no later than 28 days from inspection.

Final certificate (phase)

13.—(1) The undertaker must apply to the local highway authority for the issue of the final certificate (phase) in respect of each phase of the works to which this paragraph applies at the expiration of the maintenance period (phase) in respect of that phase or if later on the date on which any maintenance or damage arising from defects identified during the maintenance period (phase) of that phase have been made good to the satisfaction of the local highway authority acting reasonably, or completion of all or any works identified by any road safety audit required in accordance with this Part of this Schedule and when making such application the undertaker must submit to the local highway authority—

(a) as-built information of the relevant phase; and

(b) a plan, for approval, clearly identifying the extent of any land which is to be highway maintainable at public expense by the local highway authority which must be in accordance with the detailed design information but reflecting the as built outcome.

(2) If the provisions of paragraph 13(1) of this Part of this Schedule are complied with to the satisfaction of the local highway authority, the local highway authority must promptly issue a final certificate (phase) for the phase concerned, such certificate not to be unreasonably withheld or delayed.

(3) If the undertaker does not apply for a final certificate (phase) for a phase within two years of the issue of the provisional certificate in respect of that phase the undertaker must pay to the local highway authority a further administration charge for dealing with the application.

(4) Following the transfer of maintenance responsibility from the undertaker to the local highway authority after the issue of the final certificate (phase), the relevant phase of the county highway works is deemed to be adopted and becomes highway maintainable at the public expense.

(5) Upon issuing of the final certificate, the local highway authority will return to the undertaker any unspent county highway works fees or unspent excess paid pursuant to paragraph 11(3).

Security

14.—(1) The undertaker must provide the acceptable security for the carrying out of the county highway works.

(2) In the event of any of the following—

(a) the undertaker fails to carry out and/or complete the county highway works or any part of them within the timeframes provided by the undertaker to the local highway authority; or

(b) the local highway authority has given the undertaker notice in writing in respect of the county highway works or any part of them and the undertaker has failed to remedy any defects and/or carry out any remedial works specified in such notice to the reasonable satisfaction of the local highway authority; or

(c) the undertaker has failed to remedy any defects and/or carry out any remedial works required by the local highway authority during any maintenance period (phase) to the satisfaction of the local highway authority; or

(d) the undertaker has carried out any works which the local highway authority considers to be in breach—

(i) of the obligations in these protective provisions; or

(ii) of the terms of any approval given by the local highway authority pursuant to these protective provisions; or

(e) an insolvency event occurs in respect of the undertaker,

the local highway authority may (but shall not be obliged to) carry out or complete any works it considers necessary to remedy any default and may withdraw from the acceptable security all costs and expenses incurred by the local highway authority in doing so (including without prejudice to the generality of the foregoing the costs fees and expenses of preparing an alternative contract for the county highway works and of supervising the execution of such alternative contract).

(3) If at any time during the carrying out of the county highway works the local highway authority considers that there is an imminent risk of danger to persons, or prejudice to the structure or stability of the local road network or adjoining land, and it is not reasonably practicable for the undertaker to take the necessary remedial steps immediately, the local highway authority may (to the exclusion of the undertaker) take such remedial steps itself and may withdraw from the acceptable security the costs of doing so (including any administrative costs). Such costs will be a debt due to the local highway authority under the acceptable security where the local highway authority has taken such steps.

(4) The local highway authority shall give written notice to the undertaker within 14 days following each and every withdrawal from the acceptable security specifying the amount of the withdrawal, the date of the withdrawal and the invoice or liability to which the withdrawal relates.

(5) The undertaker agrees that following any withdrawal from the acceptable security pursuant to this paragraph 14 (Security) that it will arrange for the acceptable security to be increased back to the original amount of the acceptable security until the issue of the final certificate (whole works).

(6) The undertaker may at any time replace the bond with another bond, provided that—

(a) the replacement bond is from a surety approved by the local highway authority and otherwise complies with the definition of 'bond' in paragraph 2 of this Part of this Schedule;

(b) the replacement bond is for a sum not less than the bond sum required at the time of replacement, taking into account any reductions permitted under this paragraph 14;

(c) the replacement bond takes effect no later than the date on which the existing bond is released or expires, so as to ensure continuity of security throughout the replacement; and

(d) the undertaker has given the local highway authority not less than 28 days' prior written notice of the proposed replacement, together with such information as the local highway authority may reasonably require to verify that the conditions in this sub-paragraph are satisfied.

(7) Upon the replacement bond taking effect in accordance with sub-paragraph (6), the local highway authority must promptly release the existing bond to the undertaker or the relevant surety, as applicable.

(8) The local highway authority agrees that following either—

(a) the completion of the whole of the county highway works to the local highway authority's reasonable satisfaction; or

(b) the making of a determination pursuant to paragraph 19 (expert determination) as to the completion of all of the county highway works,

then the local highway authority shall issue the provisional certificate (whole works).

(9) Within twenty eight (28) days of the issue of the provisional certificate (whole works) in respect of the county highway works the local highway authority shall reduce the bond sum as follows—

(a) by 80% of the initial value of the acceptable security; or

(b) such sum as the local highway authority assesses is required in respect of costs and expenses incurred by the local highway authority in consequence of any default which has not previously been withdrawn from the acceptable security and where applicable the costs and expenses which may be incurred by the local highway authority in consequence of any outstanding default.

(10) The local highway authority agrees that after the expiry of the final maintenance period (phase) and PROVIDED THAT—

(a) all phases of the county highway works have been maintained to the satisfaction of the local highway authority during their respective maintenance periods (phase), and any defects appearing during a maintenance period (phase) have been made good to the satisfaction of the local highway authority or have been determined under paragraph 19 (expert determination); and

(b) the health and safety file including detailed plans and drawings showing all the county highway works as they have actually been executed and completed has been supplied to the local highway authority; and

(c) the local highway authority has recovered all of its costs and expenses incurred as a result of carrying out any works it considers necessary to remedy any default,

then the local highway authority shall issue the final certificate (whole works).

(11) Within twenty eight (28) days of the issue of the final certificate (whole works) in respect of the county highway works the local highway authority shall release the acceptable security.

Notification of National Highways' specified works

15.—(1) Where the undertaker gives notice to National Highways in accordance with paragraph 12(1) (construction of the specified works) of Part 2 (for the protection of National Highways Limited) of this Schedule, the undertaker must send, at the same time, a copy of that notice to the local highway authority.

(2) The undertaker must send any update in respect of the date on which the specified works will start to the local highway authority as soon as reasonably practicable after any update becomes available.

Insurance

16. Before commencing any of the county highway works, the undertaker must effect public liability insurance with an insurer for a minimum sum of £10,000,000 (ten million pounds) in respect of any one claim against any legal liability for damage, loss or injury to any property or any persons as a direct result of the execution and maintenance of the county highway works or any part thereof by the undertaker. The undertaker must have readily available at the site of each phase of the county highway works a copy of the insurance and shall retain them at the site for the duration of that phase of the county highway works and produce it to any representative of the local highway authority on request.

Indemnification

17.—(1) The undertaker must indemnify the local highway authority from and against all 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 and maintenance of the county highway works including but without limitation on the scope of this paragraph for the avoidance of doubt any claim against the local highway authority under the Land Compensation Act 1973 or by virtue of the application of the provisions of the Noise Insulation Regulations 1975 including any liability falling upon the local highway authority by virtue of its exercising its discretionary powers under the said Regulations provided that—

(a) the foregoing indemnity does 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 it is responsible;

(b) the local highway authority is not to accept any such claim without first having notified the undertaker of such claim and given the undertaker the opportunity to make representations to the local highway authority as to the validity and quantum of such claim and given due regard to any such representations received from the undertaker;

(c) the local highway authority must following the acceptance of any claim notify the quantum thereof to the undertaker in writing and the undertaker must within 21 days of the receipt of such notification pay to the local highway authority the amount specified as the quantum of such claim.

(2) The local highway authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any expenses, loss, demands, proceedings, damages, claims, penalties or costs which may be claimed pursuant to this Part of this Schedule.

Approvals and notices

18.—(1) Any notices sent to the undertaker pursuant to this Part of this Schedule are to be served pursuant to article 58 (service of notices) of this Order and further sent by electronic transmission to the persons nominated by the undertaker.

(2) Unless otherwise stated in this Part, where the local highway authority's consent, authorisation, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker—

(a) the local highway authority's consent must not be unreasonably withheld or delayed; and

(b) if by the end of the period of 28 days from the request for any consent, authorisation, agreement or approval, the local highway authority has not intimated its disapproval and the grounds of such disapproval, the undertaker may give the local highway authority written notice requiring the local highway authority to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the local highway authority receives written notice from the undertaker; and

(c) if by the expiry of the further 28 days the local highway authority has not intimated approval or disapproval, the local highway authority is deemed to have approved the details as submitted.

(3) The undertaker and the local highway authority agree that each will act reasonably in carrying out its obligations under this Part of this Schedule save that neither will be required to take any action that would compromise the safety of persons or the environment.

Expert Determination

19.—(1) Article 60 (arbitration) does not apply to this Part of this Schedule except in respect of sub-paragraph (11).

(2) Any difference under this Part of this Schedule must in the first instance, be referred to a representative of the local highway authority and a representative of the undertaker, each of whom hold a senior management position. Those representatives will meet as soon as possible and will endeavour in good faith to resolve any dispute or difference amicably.

(3) In the event that the senior representatives appointed pursuant to sub-paragraph (2) cannot resolve the dispute, it 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 either the Institution of Civil Engineers, the Chartered Institution of Highways and Transportation or the Institute of Highway Engineers.

(4) On notification by either party of a dispute, the parties must jointly instruct an expert within 28 days of notification of the dispute.

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

(6) The fees of the expert are payable by the parties in such proportions as the expert may determine.

(7) The expert must—

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

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

(c) issue a decision within 7 days of receipt of the comments under sub-paragraph (7)(b);

(d) confirm as part of any decision the proportions of the fees of the expert that are payable by each of the parties; and

(e) give reasons for the decision.

(8) 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;

(e) the statutory duties and functions of the local highway authority; and

(f) any other important and relevant consideration.

(9) The provisions of this paragraph shall not affect the ability of any of the parties to apply for and be granted any declaratory relief, injunction, specific performance, payment of any sum, damages, or any other means of enforcing these protective provisions and consequential and interim orders and relief through the Courts.

(10) This paragraph does not apply to disputes touching or concerning the construction or interpretation of this Part of this Schedule which will be subject to the jurisdiction of the courts.

(11) 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 60 (arbitration).

No Fetter on Discretion

20. Nothing in these protective provisions shall be taken to be or to operate as a fetter on or prejudice to the local highway authority's statutory rights powers remedies discretions and responsibilities.

Bond Form

21. Form 2 as referred to in paragraph 2—

Form 2

Bond – Local Highway Authority

BY THIS BOND We [ ] [(Company Regn No)] whose registered office is situate at [ ] ("**the Surety**") are bound to **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("**the Local Highway Authority**") this [ ] day of [ ] 202[ ] in the sum of [ ] pounds (£[Surety Sum]) to the payment of which sum the Surety hereby binds itself and its successors and assigns

WHEREAS under a Development Consent Order known as the Oxfordshire Strategic Rail Freight Interchange and Highways Order 202X ("**the DCO**") the undertaker is empowered to commence execute perform and complete the highway works mentioned therein ("the county highway works") 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 Part 3 of Schedule 14 to 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 in accordance with the provisions of Part 3 of Schedule 14 to the DCO on demand of the Local Highway Authority 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 14 of Part 3 of Schedule 14 of the DCO.

[**Attestation**]

PART 4

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

1. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing, between the undertaker and the operator.

2. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003;

"the code rights" has the same meaning as in the paragraph 3 of the electronic communications code(a);

"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 (networks, services and the radio spectrum) of the 2003 Act;

"electronic communications code operator" means a person in whose case the electronic communication code is applied by a direction under section 106 of the 2003 Act;

"infrastructure system" has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7(2) of that code; and

"operator" means the operator of an electronic communications code network.

3. The exercise of the powers conferred by this Order is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

4.—(1) Subject to sub-paragraphs (2) to (4) of this Part of this Schedule, if as a result of the authorised development or its construction, or of any subsidence resulting from any of the authorised development—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposed of the authorised development), or other property of an operator; or

(b) there is any interruption in the supply of the service supplied by an operator,

the undertaker, must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other reasonable expense, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) The operator will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any expenses, losses, demands, proceedings, damages, claims, penalties or costs which may be claimed under this Part of this Schedule.

5. Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 60 (*arbitration*).

6. 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 save where the Part is amended by this Order; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

7. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

8. The undertaker and operator must act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where an operator's consent, authorisation, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, the operator's consent—

(a) must not be unreasonably withheld or delayed;

(b) if by the end of the period of 28 days beginning with the date on which consent, authorisation, agreement or approval have been sought the operator has not intimated their disapproval and the grounds of such disapproval the undertaker may serve upon the operator written notice requiring the operator to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the operator receives written notice from the undertaker; and

(c) if by the expiry of the further 28 days the operator has not intimated approval or disapproval, the operator is deemed to have approved such consent, authorisation, agreement or approval.

PART 5

FOR THE PROTECTION OF THAMES WATER UTILITIES LIMITED

Application

1.—(1) For the protection of Thames Water referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Thames Water.

(2) The provisions of this Part of this Schedule do not apply in respect of the land identified as parcel 5/11 on the land plans and in the book of reference.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable Thames Water to fulfil its statutory functions in a manner no less efficient and effective than previously;

"apparatus" means—

(a) any mains, pipes, other water apparatus or accessories (as defined in section 219 of the 1991 Act) belonging to, maintained or used by Thames Water for the purposes of water supply;

(b) any water mains or service pipes which are the subject of a notice of intention to adopt made under section 51A of the Water Industry Act 1991;

(c) any sewer, drain or disposal works vested in Thames Water under the Water Industry Act 1991; and

(d) any sewer, drain or disposal works which is so vested, or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act, and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps, inspection chambers or other accessories (as defined in section 219(1) of the Water Industry Act 1991) forming part of any such sewer, drain or works, and in each case includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties;

"in", in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

"plan" includes all designs, drawings, specifications, method statements, sections, descriptions, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed; and

"Thames Water" means Thames Water Utilities Limited (Company Number 02366661) whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB or any successor in function as the relevant water or sewerage undertaker.

On street apparatus

3.—(1) This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Thames Water are regulated by the provisions of Part 3 of the 1991 Act subject always to Part 3 of this Order.

(2) Where any street is stopped up under article 11 (permanent stopping up of streets), and Thames Water has apparatus that is in the street or accessed by virtue of that street, Thames Water has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must, insofar as it is able to using reasonable endeavours, grant to Thames Water legal easements reasonably satisfactory to Thames Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Thames Water to require the removal of that apparatus under paragraph 5 (removal of apparatus) with the consent of the undertaker or the power of the undertaker to carry out works under paragraph 7 (retained apparatus).

(3) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 12 (temporary closure, alteration, prohibition, diversion or restriction of use of streets), Thames Water is at liberty at all times to take necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings and structures

4. The undertaker must exercise the powers conferred by article 24 (protective works) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Thames Water (such consent not to be unreasonably withheld).

Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Thames Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Thames Water to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Thames Water in accordance with sub-paragraphs (2) to (8).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give 56 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed for approval by Thames Water in accordance with sub-paragraph (4) and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Thames Water reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (5), afford to Thames Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed Thames Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Thames Water and the undertaker or in default of agreement be settled by expert determination in accordance with paragraph 17 of this Part of this Schedule.

(5) Thames Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by expert determination in accordance with paragraph 17 of this Part of this Schedule, and after the grant to Thames Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), and subject to sub paragraph (7) if the undertaker gives notice in writing to Thames Water that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker and Thames Water gives its consent in writing (which is not to be unreasonably withheld or delayed and is to be subject to the provisions of sub-paragraph (7)) that work, instead of being executed by Thames Water, must be executed by the undertaker without unnecessary delay under the supervision (if Thames Water determines, in its absolute discretion, that this is necessary) to the reasonable satisfaction of Thames Water.

(7) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker must, before taking or requiring any further step in such substitution works, use reasonable endeavours to comply with Thames Water's reasonable requests, made in writing, for a reasonable period of time to enable Thames Water to make contingency arrangements in order to conduct its functions.

(8) For the purposes of sub-paragraph (7) a reasonable period of time is a period which does not exceed 60 days beginning with the date on which the undertaker receives Thames Water's written request.

Facilities and rights for alternative apparatus

6. Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Thames Water facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Thames Water in question or in default of agreement settled by expert determination in accordance with paragraph 17 of this Part of this Schedule.

Retained apparatus

7.—(1) Not less than 56 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 or within 5 metres of the outside face of, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 5(2) (removal of apparatus), the undertaker must submit to Thames Water a plan of the works to be executed.

(2) The undertaker must not commence any works to which sub-paragraph (1) applies until Thames Water has given written approval of the plan so submitted (or approval is deemed to have been given under sub-paragraph (5)), and such approval must not be unreasonably withheld or delayed and may be given subject to reasonable requirements for the purposes mentioned in sub-paragraph (3).

(3) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and with such reasonable requirements or modifications as Thames Water may make under sub-paragraph (2) for the alteration or other protection of the apparatus, or for securing access to it, and Thames Water is entitled to watch and inspect the execution of those works.

(4) Any requirements made by Thames Water under sub-paragraph (2) must be made within a period of 35 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(5) If by the end of the period of 35 days from the submission of the details relating to required works under sub-paragraph (1) Thames Water has not intimated its disapproval of those details and the grounds of such disapproval, the undertaker may give Thames Water written notice requiring Thames Water to intimate approval or disapproval within a further period of 21 days beginning with the date upon which Thames Water receives written notice from the undertaker and if by the expiry of the further 21 days Thames Water has not intimated approval or disapproval, Thames Water is deemed to have approved the details as submitted provided that such notification has been made in accordance with paragraph 16 (notices and applications).

(6) If Thames Water, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 5 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2) (removal of apparatus).

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) The undertaker is not required to comply with sub-paragraph (1) in the case of emergency works but in that case must—

(a) give Thames Water notice in accordance with paragraph 16 (notices and applications) as soon as is reasonably practicable;

(b) provide Thames Water with a plan of those works as soon as reasonably practicable subsequently;

(c) carry out the works in accordance with industry best practice and guidelines on safe working near utilities;

(d) comply with sub-paragraphs (2) and (3) in so far as is reasonably practicable in the circumstances; and

(e) keep the impact of those emergency works on Thames Water's apparatus to a minimum.

(9) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Thames Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the outside face of such apparatus—

(a) 3 metres in the case of clean water distribution mains and sewers; and

(b) 5 metres in the case of trunk water mains.

Expenses and costs

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Thames Water all expenses, costs and charges reasonably and properly incurred by Thames Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which is required in consequence of the execution of any such works as are referred to in paragraph 5(2), 7(2) or 7(3).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by expert determination in accordance with paragraph 17 of this Part of this Schedule 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 Thames Water by virtue of sub- paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to Thames Water in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Thames Water any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

(6) Thames Water must, before incurring any costs which are to be repaid by the undertaker, provide to the undertaker in writing an estimate of such costs which must be agreed by the undertaker in writing before any such costs are incurred.

9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 4 (protective works to buildings) or 5(2) (removal of apparatus), or by reason of any subsidence resulting from such development or works, damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) of Thames Water, or there is any interruption in any service provided, or in the supply of any services which otherwise could have been avoided, by Thames Water, the undertaker must —

(a) bear and pay within 30 days of submission of an invoice and relevant breakdown from Thames Water the cost reasonably and properly incurred by Thames Water in making good such damage or restoring the supply; and

(b) make reasonable compensation for any loss reasonably and properly incurred by reason of or in direct consequence of any such damage or interruption (but subject to the submission to the undertaker of written evidence that the costs incurred by Thames Water

are by reason or in consequence of the construction of the works undertaken under sub-paragraph (1)).

(2) The fact that any act or thing may have been done by Thames Water on behalf of the undertaker or in accordance with a plan approved by Thames Water or in accordance with any requirement of Thames Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Thames Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

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

(4) Thames Water will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, damages, penalties or costs.

(5) Thames Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Access

10.—(1) If in consequence of the exercise of the powers conferred by this Order the access to any apparatus or land of Thames Water is materially obstructed the undertaker must provide such reasonable alternative means of access to that apparatus or land as will enable Thames Water to maintain or use the apparatus or land no less effectively than was possible before the obstruction.

(2) Subject to sub-paragraph (3) access for Thames Water or any person acting under its instruction, including access for vehicles and plant, to apparatus or land will not be extinguished or prevented and must not be unreasonably restricted or delayed by the undertaker during the exercise of the powers conferred by this Order.

(3) Unreasonable delay or restriction in sub-paragraph (2) will not prevent the temporary restriction of access for other users (including access by the public) or the control or marshalling of access to facilitate the safe movement of large vehicles or plant or the carrying out of works to the access route by the undertaker, subject to the provisions of this sub-paragraph (3).

Cooperation

11.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or Thames Water requires the removal of apparatus under paragraph 5(2) (removal of apparatus) or Thames Water makes requirements for the protection or alteration of apparatus under paragraph 7 (retained apparatus), the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Thames Water's undertaking and Thames Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

(2) Unless otherwise stated in this Part, where Thames Water's consent, authorisation, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker—

(a) such consent, authorisation, agreement or approval must not be unreasonably withheld or delayed;

(b) if by the end of the period of 28 days beginning with the date of the request for any consent, authorisation, agreement or approval Thames Water has not notified the undertaker in writing of its disapproval and the grounds of such disapproval, the undertaker may give Thames Water written notice requiring Thames Water to notify its approval or disapproval within a further period of 28 days beginning with the date upon which Thames Water receives that written notice; and

(c) if by the expiry of the further 28 days Thames Water has not notified its approval or disapproval, Thames Water is deemed to have given the consent, authorisation, agreement or approval as requested,

provided that such notification has been made in accordance with paragraph 16 (notices and applications).

(3) Any deemed approval under sub-paragraph (2) does not extend to the actual undertaking of removal works required pursuant to paragraph 5(2), which remain the sole responsibility of Thames Water or its contractors.

(4) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Thames Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

(5) The undertaker must use reasonable endeavours to procure that its employees, contractors and subcontractors take all reasonable precautions in exercise of powers conferred by this Order to minimise material damage, obstruction or interference to the undertaking of Thames Water, save that this obligation shall not prevent or delay the construction or operation of the authorised development.

Unmapped sewers/other apparatus

12. Where the undertaker identifies any apparatus which it has reason to believe may belong to, or be maintainable by, Thames Water but which does not appear on any statutory map kept for that purpose by Thames Water, it must inform Thames Water of the existence and location of the apparatus as soon as reasonably practicable.

Authority for the works

13.—(1) Any works involving the laying or construction of pipes or accessories thereto to form part of Thames Water's undertaking, or inspection, adjustment, repair or alteration (including moving or removing and replacing) of such apparatus, or any works requisite for or incidental to the purpose of any such works, shall, unless otherwise agreed in writing by Thames Water, be undertaken pursuant to Thames Water's statutory powers following the service of statutory notice of entry onto land, such notice to be served by Thames Water.

(2) In the event that Thames Water carries out any works involving new or existing Thames Water assets under its own statutory powers then the provisions of this Part of this Schedule shall apply to such works and Thames Water covenants to observe and comply with the provisions of this Part of this Schedule irrespective of whether it is carrying out the works under its own statutory powers or in reliance on the powers conferred by the Order.

(3) In the event that Thames Water carries out any works involving new or existing Thames Water assets under its own statutory powers but then fails to carry out those works in accordance with these provisions or within a reasonable timeframe then this shall not prevent or otherwise prejudice the exercise of the powers to carry out the works conferred by the Order.

Alteration of ground levels

14. The undertaker must inform Thames Water as soon as reasonably practicable if it determines to alter the ground level by more than 300mm within 3 metres laterally of the outside face of any apparatus. Thames Water must then determine, as soon as reasonably practicable, whether works under paragraph 5 (removal of apparatus) or paragraph 7 (retained apparatus) are necessary.

Survey works

15. The undertaker must provide written notice Thames Water as soon as reasonably practicable if it intends to carry out a survey using ground-intrusive methods within 3 metres laterally of the outside face of any apparatus. Subsequently Thames Water must determine, as soon as practicably

possible and no later than 30 days from receipt of results of the survey, if works under paragraph 5 (removal of apparatus) or paragraph 7 (retained apparatus) are necessary.

Notices and applications

16.—(1) Notwithstanding any other provision of this Order, any—

(a) written notice to Thames Water provided for in this Order; or

(b) application for the approval of Thames Water made pursuant to article [TBC] (discharge of water),

must be made by email to devcon.team@thameswater.co.uk or developer.services@thameswater.co.uk or such other contact details as may be provided by Thames Water to the undertaker from time to time. In the case of emergencies, notice must also be given via the Thames Water website or such other contact details as may be provided by Thames Water to the undertaker from time to time.

Expert Determination

17.—(1) Article 60 (arbitration) of the Order does not apply to this Part of this Schedule, save where sub-paragraph (7) applies.

(2) Any difference under this Part of this Schedule must in the first instance, be referred to a representative of Thames Water and a representative of the undertaker, each of whom hold a senior management position. Those representatives will meet as soon as possible and will endeavour in good faith to resolve any dispute or difference amicably.

(3) In the event that the senior representatives appointed pursuant to sub-paragraph (2) cannot resolve the dispute, it 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.

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

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

(6) The expert must—

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

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

(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(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 60 (arbitration).

(8) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 6

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

Application

1. For the protection of the utility undertakers referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the utility undertaker concerned.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"Anglian Water" means Anglian Water Services Limited (company number 02366656), whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, United Kingdom, PE29 6XU (or a related subsidiary company);

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a)), belonging to or maintained by that utility undertaker;

(b) in that case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 (introductory) of the Gas Act 1986(b) for the purposes of gas supply;

(c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991; and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreement to adopt sewers, drains or sewage disposal works at a future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties;

"in", in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

"plan" 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 the works to be executed;

"Rising Main" means the rising main owned and operated by Anglian Water connecting Cherwell Valley Motorway Service Area to the wastewater treatment works northeast of Ardley, as shown on [plan reference]; and

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 (electricity supply) of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986;

(c) a water undertaker within the meaning of the Water Industry Act 1991; and

(d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991.

On street apparatus

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act save where Part 3 has been amended by this Order.

Apparatus in stopped up streets

4.—(1) Where any street is stopped up under article 11 (permanent stopping up of streets), any utility undertaker whose apparatus is in the street has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker (acting reasonably) must grant to the utility undertaker legal easements reasonably satisfactory to the utility undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the utility undertaker to require the removal of that apparatus under paragraph 6 (removal of apparatus) or the power of the undertaker to carry out works under paragraph 8 (retained apparatus).

(2) Regardless of the temporary alteration, diversion, prohibition and restriction of the use of streets under the powers conferred by article 12 (temporary closure, alteration, prohibition, diversion or restriction of use of streets), a utility undertaker is at liberty at all times to take all reasonable and necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 24 (protective works), must exercise those powers so as not to permanently obstruct or render materially less convenient the access to any apparatus.

Removal of apparatus

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate, acquire, extinguish, interfere with or override any easement, other interest or right held by or for the benefit of Anglian Water in respect of the Rising Main, otherwise than by agreement with Anglian Water, such agreement not to be unreasonably withheld or delayed.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Anglian Water and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of Anglian Water, the undertaker must as Anglian Water reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Anglian Water and the undertaker acting reasonably and which must be no less favourable on the whole to Anglian Water unless otherwise agreed by Anglian Water, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any

right of a utility undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker (acting reasonably) in question in accordance with sub-paragraphs (2) to (7).

(4) If, for the purpose of executing any works in, on or under any land purchased, held or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(5) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(6) Alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker acting reasonably and without delay in question and the undertaker or, in default of agreement, settled by arbitration in accordance with article 60 (arbitration).

(7) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed in accordance with sub-paragraph (4) or settled by arbitration in accordance with article 60 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(8) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(9) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question (acting reasonably and without delay) or, in default of agreement, settled by arbitration in accordance with article 60 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights must be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as

appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

8.—(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 6(2) (removal of apparatus), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

(2) Subject to sub-paragraph (5) and (6), those works must be executed in accordance with the plan submitted under subparagraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a utility undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 5 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted and, having done so, the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in cases of emergency, but in such cases it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

Expenses and costs

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably and properly incurred by that utility undertaker in or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(2) The value of any apparatus removed under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph (1), that value being calculated without delay after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, greater capacity or greater dimensions is placed in substitution for existing apparatus of worse type, smaller capacity or 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, 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 60 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

(6) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 6(2) any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any permanent interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably and properly incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by the undertaker,

by reason or in consequence of any such damage or interruption.

(7) The fact that any act or thing may have been done by a utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility undertaker or under its supervision does not, subject to sub-paragraph (8) excuse the undertaker from liability under the provisions of sub-paragraph (6).

(8) Nothing in sub-paragraph (6) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(9) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker and, if such consent in writing is withheld, the undertaker has the sole conduct of any settlement or compromise of any proceedings necessary to resist the claim or demand.

(10) All costs claimed by the utility undertaker under this Part of this Schedule must be reasonably and properly incurred and the utility undertaker must, on receipt of a written request from the undertaker, from time to time, provide the undertaker with such information as may reasonably enable the undertaker to assess the reasonableness of any such claim made pursuant to this Part of this Schedule.

(11) The utility undertaker will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate all costs claimed by the utility undertaker under this Part of this Schedule.

Cooperation

10.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 6(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking and each utility undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

(2) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

(3) The undertaker and utility undertaker must act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where a utility undertaker's consent, authorisation, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, the utility undertaker's consent—

(a) must not be unreasonably withheld or delayed;

(b) if by the end of the period of 28 days beginning with the date on which consent, authorisation, agreement or approval have been sought the utility undertaker has not intimated their disapproval and the grounds of such disapproval the undertaker may serve upon the utility undertaker written notice requiring the utility undertaker to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the utility undertaker receives written notice from the undertaker; and

(c) if by the expiry of the further 28 days the utility undertaker has not intimated approval or disapproval, the utility undertaker is deemed to have approved such consent, authorisation, agreement or approval.

PART 7

FOR THE PROTECTION OF SOUTHERN ELECTRIC POWER DISTRIBUTION PLC AS ELECTRICITY UNDERTAKER

Application

1. For the protection of SSE the following provisions will, unless otherwise agreed in writing between the undertaker and SSE, have effect.

Interpretation

2. In this Part of this Schedule—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; or (ii) "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means a third party liability insurance effected and maintained by the undertaker to a level to be agreed between the undertaker and SSE (acting reasonably), having regard to the nature, value and risk of the specified works, per occurrence or series of occurrences arising out of one event. Such insurance must be maintained for the construction and use period of the authorised works which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London insurance market whose security/credit rating meets the same requirements as an "acceptable credit provider", such policy must include (but without limitation)—

(a) SSE as a Co-Insured;

(b) a cross liabilities clause;

(c) a waiver of subrogation in favour of SSE; and

(d) contractors' pollution liability for third party property damage and third party bodily injury arising from a pollution/contamination event with a level of cover to be agreed between the undertaker and SSE (acting reasonably), having regard to the nature, value and risk of the specified works;

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of SSE to cover the undertaker's liability to SSE to a cap to be agreed between the undertaker and SSE (acting reasonably), having regard to the nature, value and risk of the specified works (in a form reasonably satisfactory to SSE and where required by SSE, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of SSE to cover the undertaker's liability to SSE for an amount to be agreed between the undertaker and SSE (acting reasonably), having regard to the nature, value and risk of the specified works (in a form reasonably satisfactory to SSE);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of SSE to enable SSE to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any electric lines or electrical plant as defined in the Electricity Act 1989, substations, cables or other apparatus belonging to or maintained by SSE for the purposes of SSE's undertaking together with any alternative apparatus, replacement apparatus and/or such other apparatus constructed pursuant to the Order that becomes operational apparatus of SSE for the purposes of SSE's undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2 of 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;

"commence" has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by SSE (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for SSE'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 SSE including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to SSE and which shall have been approved by SSE acting reasonably;

"rights" shall include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"SSE" means Southern Electric Power Distribution plc (company number 04094290 whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading, United Kingdom RG1 3JH) or its successors in title or successor bodies and/or any successor as an electricity distribution licence holder pursuant to the Electricity Act 1989;

"SSE's undertaking" means the rights, duties and obligations of SSE as an electricity distribution licence holder within the meaning of the Electricity Act 1989;

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

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;

"undertaker" means the undertaker as defined in article 2 of this Order.

On Street Apparatus

3.—(1) Except for paragraphs 4 (apparatus in stopped up streets), 7 (Removal of Apparatus) in so far as sub-paragraph 3(2) applies, 8 (Facilities and Rights for Alternative Apparatus) in so far as sub-paragraph 3(2) below applies, 9 (retained apparatus: protection), 10 (retained apparatus: protection – overhead lines), 11 (expenses) and 12 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of SSE, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SSE are regulated by the provisions of Part 3 of the 1991 Act subject always to Part 3 of this Order.

(2) Paragraphs 7 and 8 of this Part of this Schedule shall apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

Apparatus of SSE in stopped up streets

4.—(1) Without prejudice to the generality of any other protection afforded to SSE elsewhere in the Order, where any street is stopped up under article 11 (permanent stopping up of streets), if SSE has any apparatus in the street or accessed via that street SSE will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will, insofar as it is able to using reasonable but commercially prudent endeavours, grant to SSE, or will procure the granting to SSE of, legal easements reasonably satisfactory to SSE in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph shall affect any right of the undertaker or of SSE to require the removal of that apparatus under paragraph 7.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 12 (temporary closure, alteration, prohibition, diversion or restriction of use of streets), SSE will be at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway subject to serving 7 days' notice on the undertaker (save in cases of emergency).

Protective works to buildings

5.—(1) The undertaker, in the case of the powers conferred by article 24 (protective works), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of SSE and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of SSE or any interruption in the distribution of electricity by SSE, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably and properly incurred by SSE in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

(a) pay compensation to SSE for any loss sustained by it; and

(b) indemnify SSE against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by SSE, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of SSE or its contractors or workmen; and SSE will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by SSE, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of SSE otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph 6(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between SSE and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SSE and/or affects the provisions of any enactment or agreement regulating the relations between SSE and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SSE reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between SSE and the undertaker acting reasonably and which must be no less favourable on the whole to SSE unless otherwise agreed by SSE, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and SSE agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SSE and/or other enactments relied upon by SSE as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by SSE under paragraph 9, 10 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph 6(1).

(5) As a condition of an agreement between the parties in sub-paragraph 6(1) that involves decommissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/or other interest of SSE in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release SSE from all liabilities in respect of such decommissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any SSE right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 7 do not apply, the undertaker must:

(a) retain any notice of SSE's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of SSE's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of SSE's easement, right or other interest in relation to such acquired land; and

(c) provide up to date official entry copies to SSE within 20 working days of receipt of such up to date official entry copies.

Removal of apparatus

7.—(1) If, in consequence of the agreement reached in accordance with paragraph 6 or powers granted under this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SSE to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SSE and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SSE advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SSE reasonably needs to move or remove any of its apparatus) the undertaker must afford to SSE to its reasonable satisfaction (taking into account sub-paragraph 8(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SSE must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for SSE to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SSE and the undertaker or in default of agreement settled by expert determination in accordance with paragraph 16 of this Part of this Schedule.

(5) SSE must, after the alternative apparatus to be provided or constructed has been agreed or settled by expert determination in accordance with paragraph 16 of this Part of this Schedule, and subject to the prior grant to, or procurement by, SSE of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to SSE to its reasonable satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and

subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SSE facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SSE and must be no less favourable on the whole to SSE than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SSE.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SSE under paragraph 8(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SSE than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in SSE's reasonable opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to expert determination in accordance with paragraph 16 (expert determination) of this Part of this Schedule.

Retained apparatus: protection of SSE

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to SSE a plan and, if reasonably required by SSE, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to SSE under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until SSE has given written approval of the plan so submitted.

(4) Any approval of SSE required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5); and,

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, SSE may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and SSE and in accordance with all conditions imposed under sub-paragraph (4)(a), and SSE will be entitled to watch and inspect the execution of those works.

(7) Any modifications made by SSE under sub-paragraph (5) must be notified to the undertaker within a period of 56 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(8) Where SSE requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to SSE's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(9) If SSE, 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 7(2) to 7(5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 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.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to SSE notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that SSE 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 11.

(13) If SSE fails to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required works under sub-paragraph (3) within 56 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved.

Retained apparatus: protection of SSE as electricity undertaker – overhead lines

10.—(1) Not less than 28 days before the commencement of any specified work that does not require the removal of apparatus under paragraph 7(2) (removal of apparatus) the undertaker must submit to SSE a plan and seek from SSE details of the underground extent of their electricity tower foundations.

(2) The plan to be submitted under sub-paragraph (1) must show—

(a) the exact position of the specified work;

(b) the level at which the specified work is proposed to be constructed or renewed;

(c) the manner of the construction or renewal of the specified work including details of excavation and positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) details of any ground monitoring scheme if required.

(3) In relation to any works which will or may be situated on, over, under or within 15 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must include a method statement which must in addition to the matters set out in sub-paragraph (2)—

(a) describe details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstrate that pylon foundations will not be affected prior to, during and post construction;

(c) describe details of load bearing capacities of trenches;

(d) describe details of cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) provide a written management plan for high voltage hazard during construction and on-going maintenance of the cable route;

(f) provide written details of the operations and maintenance regime for the cable, including frequency and method of access;

(g) assess earth rise potential if reasonably required by SSE's engineers; and

(h) provide evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works requiring the submission of a plan under sub-paragraph (1) until SSE has given written approval of the plan so submitted.

(5) Any approval of SSE required in relation to a plan submitted under sub-paragraph (1)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (7) or (9); and

(b) must not be unreasonably withheld or delayed.

(6) Any conditions made by SSE under sub-paragraph (5) must be notified to the undertaker within a period of 56 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(7) In relation to a work requiring the submission of a plan under sub-paragraph (1), SSE may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(8) Works requiring the submission of a plan under sub-paragraph (1) must be executed only in accordance with the plan, as amended from time to time by agreement between the undertaker and SSE and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5), (6), (9) or (10) by SSE for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and SSE is to be entitled to watch and inspect the execution of those works.

(9) Where SSE require any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to SSE's reasonable satisfaction prior to the commencement of works requiring the submission of a plan under sub-paragraph (1) and SSE must give 28 days' notice of such works from the date of submission of the plan (except in an emergency).

(10) If SSE in accordance with sub-paragraph (6) or (9) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 7(2) to 7(5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(11) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(12) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to SSE notice as soon as is reasonably practicable a plan of those works and must—

(a) comply with conditions imposed under sub-paragraph (5)(a) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (13) at all times.

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development, the undertaker must implement an appropriate ground mitigation scheme.

Expenses

11.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SSE within 14 days all charges, costs and expenses reasonably anticipated or incurred by SSE in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights 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—

(a) any costs reasonably incurred by or compensation properly paid by SSE in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including all costs (including professional fees) reasonably incurred by SSE as a consequence of SSE—

(i) using its own compulsory purchase powers to acquire any necessary rights under sub-paragraph 7(3) if it elects to do so; and

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SSE;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule provided these are directly related and proportionate to such works; and

(g) any watching brief pursuant to paragraph 9(6) or paragraph 10(8).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by expert determination in accordance with paragraph 16 (expert determination) 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 SSE by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

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

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

Indemnity

12.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of SSE, or there is any interruption in any service provided, or in the supply of any goods, by SSE, or SSE becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay, within 14 days of receipt of an itemised invoice or claim, the cost reasonably and properly incurred by SSE in making good such damage or restoring the supply; and

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

(2) The fact that any act or thing may have been done by SSE on behalf of the undertaker or in accordance with a plan approved by SSE or in accordance with any requirement of SSE or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless SSE fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan.

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

(a) any damage or interruption to the extent that it is attributable to the neglect or default of SSE, 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 SSE 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) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 12.

(4) SSE must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) The undertaker must not commence construction (and must not permit the commencement of such construction) of the authorised works on any land owned by SSE or in respect of which SSE has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres in any direction of SSE's apparatus until the following conditions are satisfied—

(a) unless and until SSE is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the

authorised works from the proposed date of commencement of construction of the authorised works) and SSE has confirmed the same to the undertaker in writing; and

(b) unless and until SSE is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to SSE that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and SSE has confirmed the same in writing to the undertaker.

(6) In the event that the undertaker fails to comply with sub-paragraph (5) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent SSE from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

(7) An amount which, apart from this sub-paragraph would be payable to SSE in respect of works by virtue of paragraph 11(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 SSE 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.

(8) Where SSE demands payment of reasonably anticipated charges, costs and expenses pursuant to paragraph 11(1), SSE must provide the undertaker with an itemised invoice or claim detailing such charges, costs, and expenses reasonably anticipated to fall due within the following three months of such a demand. The undertaker shall pay the reasonably anticipated costs set out in the itemised invoice to SSE within 14 days in accordance with paragraph 11(1). To the extent that this sum paid in advance has not been expended by SSE within six months after payment by the undertaker of that sum, the undertaker may demand the unspent balance remaining to be repaid by SSE and SSE shall repay that unspent balance within 30 days (unless otherwise agreed in writing between the undertaker and SSE).

(9) SSE will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any expenses, losses, demands, proceedings, damages, claims, penalties or costs which may be claimed pursuant to this paragraph 12.

Enactments and agreements

13. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SSE and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and SSE in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

14.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or SSE requires the removal of apparatus under paragraph 7(2) or SSE makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker shall use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of SSE's undertaking and SSE shall use all reasonable endeavours to co-operate with the undertaker for that purpose.

(2) Unless otherwise stated in this Part, whenever SSE's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed and—

(a) unless otherwise stated in this Part, if by the end of the period of 28 days beginning with the date on which consent, authorisation, agreement or approval have been sought SSE has not intimated its disapproval and the grounds of such disapproval the undertaker may serve upon SSE written notice requiring SSE to intimate approval or disapproval within a further period of 28 days beginning with the date upon which SSE receives written notice from the undertaker; and

(b) if by the expiry of the further 28 days SSE has not intimated approval or disapproval, SSE is deemed to have approved such consent, authorisation, agreement or approval.

Access

15. If in consequence of the agreement reached in accordance with sub-paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SSE to maintain or use the apparatus no less effectively than was possible before such obstruction.

Expert determination

16.—(1) Article 60 (arbitration) of the Order does not apply to this Part of this Schedule, save where sub-paragraph (7) applies.

(2) Any difference under this Part of this Schedule must, in the first instance, be referred to a representative of SSE and a representative of the undertaker, each of whom hold a senior management position. Those representatives will meet as soon as possible and will endeavour in good faith to resolve any dispute or difference amicably.

(3) In the event that the senior representatives appointed pursuant to sub-paragraph (2) cannot resolve the dispute, it 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.

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

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

(6) The expert must—

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

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

(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (6)(b); and

(d) give reasons for the decision.

(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 60 (arbitration).

(8) 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.

Notices

17. The plans submitted to SSE by the undertaker pursuant to paragraphs 9(1) and 10(1) must be sent to SSE at [ ] or such other address as SSE may from time to time appoint instead for that purpose and notify to the undertaker.

SCHEDULE 15

Article 56

MISCELLANEOUS CONTROLS

Public general legislation

Introduction

1. This Schedule applies, modifies and excludes statutory provisions which relate to matters for which provision may be made in this Order.

Highways Act 1980

2.—(1) Section 141 of the 1980 Act(**a**) (restriction on planting trees etc. in or near carriageway) do not apply to any tree or shrub planted in the course of the authorised development before completion of construction.

(2) Section 167 of the 1980 Act(**b**) (powers relating to retaining walls near streets) do 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 pursuance of the authorised development before completion of construction.

(3) Sections 169(1) (control of scaffolding on highways) 172(**c**) (hoardings to be set up during building etc) and 173(d)(**d**) (hoardings to be securely erected) of that Act shall not apply to anything done in the course of the authorised development before completion of construction.

New Roads and Street Works Act 1991

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

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

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

(4) 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.

(5) Section 62(2) of the 1991 Act (power following designation of a 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.

(6) 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.

(7) 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

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(**a**) Section 141 was amended by sections 37 and 46 of the Criminal Justice Act 1982 (c. 48).
(**b**) Section 167 was amended by sections 37, 38 and 46 of the Criminal Justice Act 1982 (c. 48).
(**c**) Section 173 was amended by sections 37 and 46 of the Criminal Justice Act 1982 (c. 48).
(**d**) Section 173 was amended by section 46 of the Criminal Justice Act 1982 (c. 48).
(**e**) Section 56(1) and (1A) were amended by section 43 of the Traffic Management Act 2004 (c. 18).
(**f**) Section 56A was inserted by section 44 of the Traffic Management Act 2004 (c. 18).
(**g**) Section 58(1) was amended by section 51(1), (2) of the Traffic Management Act 2004 (c. 18).

street authority as having special engineering difficulties) does not apply in relation to the authorised development.

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

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

(10) 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) shall have effect to require the notification of works proposed to be carried out in the course of the authorised development.

(11) 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.

(12) 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) shall not apply in relation to the execution of works in the course of the authorised development.

(13) 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.

Local Government (Miscellaneous Provisions) Act 1976

4. Section 42 of The Local Government (Miscellaneous Provisions) Act 1976(**c**) (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.

Environment Act 1995

5. No order, notice or regulation under section 97 of the Environment Act 1995(**d**) in relation to the preservation of hedgerows, has effect in relation to the authorised development.

Land Drainage Act 1991

6. The following do not apply to the authorised development—

(a) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(**e**) in relation to watercourses for which Oxfordshire County Council is the drainage board concerned;

(b) section 32 (variation of awards) of the Land Drainage Act 1991; and

(c) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991(**f**).

(**a**) Section 74 was amended by sections 256 and 274 of, and Part V(2) of Schedule 31 to, the Transport Act 2000 (c. 38), section 40(4) and section 52(5) of the Traffic Management Act 2004 (c. 18), and section 1(6) of, and paragraphs 113 and 119 of Part 2 of Schedule 1 to, the Infrastructure Act 2015 (c. 7). Section 74A was inserted by section 255(1) of the Transport Act 2000 (c. 38) and was amended by section 1(6) of, and paragraphs 113 and 120 of Part 2 of Schedule 1 to, the Infrastructure Act 2015 (c. 7) and section 40(4) of the Traffic Management Act 2004 (c. 18).

(**b**) 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(1) of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18). Section 55 was amended by section 40(1) and (2), section 49(2) and section 51(1) and (9) of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).

(**c**) 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).

(**d**) 1995 c.25.

(**e**) 1991 c. 59. Section 23 was amended by section 31 of, and paragraphs 25 and 32 of Schedule 2 to, the Flood and Water Management Act 2010 (c. 29).

Wildlife and Countryside Act 1981

7. Section 28E (duties in relation to sites of special scientific interest) of the Wildlife and Countryside Act 1981(**a**) does not apply to the authorised development.

Control of Pollution Act 1974

8.—(1) Where a local authority is acting further to Section 60(4) of the Control of Pollution Act 1974 in relation to the construction of the authorised development and works before completion of construction then that local authority must also have regard to the noise levels referred to in the environmental statement.

(2) Sections 60(7) and 61(7) of the Control of Pollution Act 1974 does not apply in relation to the authorised development.

(3) Section 61(9)(**b**) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

Planning Act 2008 – Application of the Community Infrastructure Levy Regulations 2010

9. This Order does not constitute a planning permission for the purpose of Part 11 (community infrastructure levy) of the 2008 Act notwithstanding the definition of planning permission contained within regulation 5 (meaning of planning permission) of the Community Infrastructure Levy Regulations 2010(**c**).

Street Works (Charges for Occupation of the Highway) (England) Regulations 2012

10. No order, notice or charge made under the Street Works (Charges for Occupation of the Highway) (England) Regulations 2012 has effect in relation to the authorised development.

Town and Country Planning (Control of Advertisements) (England) Regulations 2007

11. Regulation 4 (requirement for consent) of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007(**d**) does not apply to any advertisement erected in the location and in accordance with the parameters shown on the parameters plan.

Burial Act 1857

12. Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(**e**) does not apply to the authorised development.

Neighbourhood Planning Act 2017

13. The provisions of the Neighbourhood Planning Act 2017(**f**) do not apply in so far as they relate to the temporary possession of land under articles 35 (temporary use of land for carrying out the authorised development) and 36 (temporary use of land for maintaining the authorised development) of this Order.

(**f**) 1991 c.59. Section 66 was amended by section 31 of, and paragraphs 25 and 38 of Schedule 2 to, the Flood and Water Management Act 2010 (c. 29) and section 86(1) and (3) of the Water Act 2014 (c. 21).
(**a**) 1981 c. 69. Section 28E was amended by section 105(1) of, and paragraphs 79 and 80 of Part 1 of Schedule 11 to, Natural Environment and Rural Communities Act 2006 (c. 16).
(**b**) Section 61(9) was amended by Schedule 24 of the Environment Act 1995 (c. 25) and paragraph 15(3) of Schedule 15 to the Environmental Protection Act 1990 (c. 43).
(**c**) S.I. 2010/948.
(**d**) S.I. 2007/783.
(**e**) 1857 c. 81. There are amendments to this Act which are not relevant to this Order.
(**f**) 2017 c. 20.

Finance Act 1996

14. The provisions of the Finance Act 1996, insofar as they relate to the liability for or the payment of landfill tax, including any orders or regulations made pursuant to it, do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the authorised development.

SCHEDULE 16

Article 57

CERTIFICATION OF PLANS AND DOCUMENTS

15. Documents for certification that they are true copies of the documents referred to in this Order—

(1) *Document/plan*	*(2)* *Document Number*	*(3)* *Document date/Plan number with revision number*
Access and rights of way plans	2.3	
Key Plan	2.3	OxSRFI-BWB-LSI-XX-DR-CH-0170-Rev P04 (May 2026)
Sheet 1	2.3A	OxSRFI-BWB-LSI-01-DR-CH-0171-Rev P04 (March 2026)
Sheet 2	2.3B	OxSRFI-BWB-LSI-02-DR-CH-0172-Rev P05 (March 2026)
Sheet 3	2.3C	OxSRFI-BWB-LSI-03-DR-CH-0173-Rev P05 (March 2026)
Sheet 4	2.3D	OxSRFI-BWB-LSI-04-DR-CH-0174-Rev P05 (March 2026)
Sheet 5	2.3E	OxSRFI-BWB-LSI-05-DR-CH-0175-Rev P05 (March 2026)
Sheet 6	2.3F	OxSRFI-BWB-LSI-06-DR-CH-0176-Rev P04 (March 2026)
Sheet 7	2.3G	OxSRFI-BWB-LSI-07-DR-CH-0177-Rev P05 (March 2026)
Sheet 8	2.3H	OxSRFI-BWB-LSI-08-DR-CH-0178-Rev P05 (March 2026)
Archaeological mitigation strategy	6.10H	Version 6 (July 2026)
Ardley trackways technical note	6.11I	Revision P05 (May 2026)
Book of reference	4.3	March 2026
Bridge plans		
Bridge overview plan	2.12	OxSRFI-BWB-LSI-XX-DR-CH-0120-Rev P04 (March 2026)
B430 Ardley Bypass Overbridge (Bridge 06)	2.12A	OxSRFI-BWB-LSI-XX-DR-CB-0121-Rev P02 (March 2026)
B430 Ardley Bypass over Chiltern Main Line Overbridge (Bridge 07)	2.12B	OxSRFI-BWB-LSI-XX-DR-CB-0122-Rev P02 (March 2026)
M40 J10A – A43 North Overbridge (Bridge 12)	2.12C	OxSRFI-BWB-LSI-XX-DR-CB-0123-Rev P02 (March 2026)
Ardley Road over B430 Ardley Bypass Overbridge (Bridge 16)	2.12D	OxSRFI-BWB-LSI-XX-DR-CB-0124-Rev P02 (March 2026)
Middleton Stoney Relief Road Underpass (Bridge 19)	2.12E	OxSRFI-BWB-LSI-XX-DR-CB-0125-Rev P02 (March 2026)

M40 J10 Northbound Merge Slip Culvert (Bridge 13)	2.12F	OxSRFI-BWB-LSI-XX-DR-CB-0126-Rev P01 (March 2026)
Heyford Park Link Road Culvert (Bridge 18)	2.12G	OxSRFI-BWB-LSI-XX-DR-CB-0127-Rev P01 (March 2026)
Middleton Stoney Relief Road Culvert (Bridge 20)	2.12H	OxSRFI-BWB-LSI-XX-DR-CB-0128-Rev P01 (March 2026)
M40 J10 NB & A43 Southbound Gantry (Structures B, C and I)	2.12I	OxSRFI-BWB-LSI-XX-DR-CB-0129-Rev P01 (March 2026)
Carbon management plan	6.15E	Rev 04 (May 2026)
CEMP	6.2C	March 2026
Central hub demolition plan	2.17B	OxSRFI-DIA-ZZ-ZZ-DR-A-05000-P02 (March 2026)
Central hub design approach document	5.5B	March 2026
CTMP	6.3A.01	Version 2 (May 2026)
Energy strategy	6.15D	Rev 05 (March 2026)
Environmental statement	Document series 6	March 2026 subject to the following revisions: Chapter 5 – Noise and Vibration – 22 May 2026 Chapter 14 – Soil Resources and Agricultural Land – 22 May 2026 Appendix 2.1 – Highway Works Overview Plan – 22 May 2026 Appendix 2.2 - Footway, Cycleway, Rights of Way Strategy Overview – 22 May 2026 Appendix 2.4 - Alternative Sites Assessment – 22 May 2026
Flood risk assessment	6.9B	OXSRFI-BWB-ZZ-XX-T-W-1006_FRA P04 (22 May 2026)
Framework travel plan	6.3B	Version 4 (March 2026)
HGV routeing strategy	6.3A	
Habitat management and monitoring plan	6.6K	Revision A (May 2026)
Highway classification plans	2.8	
Key Plan	2.8	OxSRFI-BWB-LSI-XX-DR-CH-0180-Rev P04 (May 2026)
Sheet 1	2.8A	OxSRFI-BWB-LSI-01-DR-CH-0181-Rev P04 (May 2026)
Sheet 2	2.8B	OxSRFI-BWB-LSI-02-DR-CH-0182-Rev P04 (May 2026)
Sheet 3	2.8C	OxSRFI-BWB-LSI-03-DR-CH-0183-Rev P04 (May 2026)
Sheet 4	2.8D	OxSRFI-BWB-LSI-04-DR-CH-0184-Rev P04 (May 2026)
Sheet 5	2.8E	OxSRFI-BWB-LSI-05-DR-CH-0185-Rev P04 (May 2026)
Highway general arrangement plans	2.7	
Key plan	2.7	OxSRFI-BWB-LSI-XX-DR-CH-0106-Rev P03 (May 2026)

Sheet 1	2.7A	OxSRFI-BWB-LSI-01-DR-CH-0101-Rev P05 (March 2026)
Sheet 2	2.7B	OxSRFI-BWB-LSI-02-DR-CH-0102-Rev P05 (March 2026)
Sheet 3	2.7C	OxSRFI-BWB-LSI-03-DR-CH-0103-Rev P05 (March 2026)
Sheet 4	2.7D	OxSRFI-BWB-LSI-04-DR-CH-0104-Rev P06 (March 2026)
Sheet 5	2.7E	OxSRFI-BWB-LSI-05-DR-CH-0105-Rev P05 (March 2026)
Sheet 1 Alternative	2.7X	OxSRFI-BWB-LSI-01A-DR-CH-0101A-Rev P04 (March 2026)
Land Plans		
Key Plan	2.1	1844-8022-001 Revision 9.0 (May 2026)
Sheet 1	2.1A	1844-8022-001 Revision 9.0 (May 2026)
Sheet 2	2.1B	1844-8022-001 Revision 9.0 (May 2026)
Sheet 3	2.1C	1844-8022-001 Revision 9.0 (May 2026)
Sheet 4	2.1D	1844-8022-001 Revision 9.0 (May 2026)
Sheet 5	2.1E	1844-8022-001 Revision 9.0 (May 2026)
Sheet 6	2.1F	1844-8022-001 Revision 9.0 (May 2026)
Sheet 7	2.1G	1844-8022-001 Revision 9.0 (May 2026)
Sheet 8	2.1H	1844-8022-001 Revision 9.0 (May 2026)
Sheet 9	2.1I	1844-8022-001 Revision 9.0 (May 2026)
Sheet 10	2.1J	1844-8022-001 Revision 9.0 (May 2026)
Landfill reprofiling technical note	6.13A	March 2026
Listed building drawings		
Listed Building Plans Existing Ground Floor Plan	2.14A	OxSRFI-DIA-ZZ-ZZ-DR-A-01021-P02 (May 2026)
Listed Building Plans Existing Roof Floor Plan	2.14B	OxSRFI-DIA-ZZ-ZZ-DR-A-01022-P02 (May 2026)
Listed Building Plans Long Section Existing	2.14C	OxSRFI-DIA-ZZ-ZZ-DR-A-01111-P02 (May 2026)
Listed Building Plans Short Section Existing	2.14D	OxSRFI-DIA-ZZ-ZZ-DR-A-01112-P02 (May 2026)
Listed Building Plans South Elevation Existing	2.14E	OxSRFI-DIA-ZZ-ZZ-DR-A-01210-P02 (May 2026)
Listed Building Plans North Elevation Existing	2.14F	OxSRFI-DIA-ZZ-ZZ-DR-A-01211-P02 (May 2026)
Listed Building Plans East Elevation Existing	2.14G	OxSRFI-DIA-ZZ-ZZ-DR-A-01212-P02 (May 2026)
Listed Building Plans West Elevation Existing	2.14H	OxSRFI-DIA-ZZ-ZZ-DR-A-01213-P02 (May 2026)
Listed Building Plans Ground Floor Proposed	2.14I	OxSRFI-DIA-ZZ-ZZ-DR-A-02021-P02 (May 2026)
Listed Building Plans Proposed Roof Plan	2.14J	OxSRFI-DIA-ZZ-ZZ-DR-A-02022-P02 (May 2026)
Listed Building Plans Long Section Proposed	2.14K	OxSRFI-DIA-ZZ-ZZ-DR-A-02111-P03 (May 2026)
Listed Building Plans Short Section Proposed	2.14L	OxSRFI-DIA-ZZ-ZZ-DR-A-02112-P02 (May 2026)
Listed Building Plans South Elevation Proposed	2.14M	OxSRFI-DIA-ZZ-ZZ-DR-A-02110-P03 (May 2026)
Listed Building Plans North Elevation Proposed	2.14N	P03 (May 2026)

Listed Building Plans East Elevation Proposed	2.14O	OxSRFI-DIA-ZZ-ZZ-DR-A-02212-P03 (May 2026)
Listed Building Plans West Elevation Proposed	2.14P	OxSRFI-DIA-ZZ-ZZ-DR-A-02213-P03 (May 2026)
Listed Building Plans Ground Floor Demolition Plan	2.14Q	OxSRFI-DIA-ZZ-ZZ-DR-A-05001-P02 (May 2026)
Listed Building Plans Roof Demolition Plan	2.14R	OxSRFI-DIA-ZZ-ZZ-DR-A-05002-P02 (May 2026)
Listed Building Plans Fabric Removal Long Section	2.14S	OxSRFI-DIA-ZZ-ZZ-DR-A-05100-P02 (May 2026)
Listed Building Plans Fabric Removal Short Section	2.14T	OxSRFI-DIA-ZZ-ZZ-DR-A-05101-P02 (May 2026)
Listed Building Plans Fabric Removal North Elevation	2.14U	OxSRFI-DIA-ZZ-ZZ-DR-A-05200-P02 (May 2026)
Listed Building Plans Fabric Removal South Elevation	2.14V	OxSRFI-DIA-ZZ-ZZ-DR-A-05201-P02 (May 2026)
Listed Building Plans Fabric Removal East Elevation	2.14W	OxSRFI-DIA-ZZ-ZZ-DR-A-05202-P02 (May 2026)
Listed Building Plans Fabric Removal West Elevation	2.14X	OxSRFI-DIA-ZZ-ZZ-DR-A-05203-P02 (May 2026)
Main site demolition plan	2.17A	OxSRFI-MSA-DP-L1-DR-A-10021-P10 (March 2026)
Main site design approach document	5.5A	March 2026
Outline Lighting Strategy	6.8A	Revision P05 (March 2026)
Outline odour management plan	6.4F	March 2026
Parameters plan	2.5	OxSRFI-FPCR-ZZ-XX-DR-L-0012 Document_2.5_Parameters Plan Rev P37 (May 2026)
Public transport strategy	6.3A.01	Version 2 (May 2026)
Railway plans	2.11	
Railway Plans General Arrangement	2.11A	OxSRFI-IMT-TRK-01-DR-TR-00001-P04 (May 2026)
Railway Plans Long Sections	2.11B	OxSRFI-IMT-TRK-01-DR-TR-00002-P01 (March 2026)
Railway Plans Cross Sections	2.11C	OxSRFI-IMT-TRK-01-DR-TR-00003-P01 (March 2026)
Illustrative Rail Terminal Plan	2.11D	OxSRFI-IMT-TRK-01-DR-TR-00004-P03 (May 2026)
Speed limit plans	2.10	
Key Plan	2.10	OxSRFI-BWB-LSI-XX-DR-CH-0190-P04 (May 2026)
Sheet 1	2.10A	OxSRFI-BWB-LSI-01-DR-CH-0191-P05 (March 2026)
Sheet 2	2.10B	OxSRFI-BWB-LSI-02-DR-CH-0192-P05 (March 2026)
Sheet 3	2.10C	OxSRFI-BWB-LSI-03-DR-CH-0193-P04 (March 2026)
Sheet 4	2.10D	OxSRFI-BWB-LSI-04-DR-CH-0194-P06 (May 2026)
Sheet 5	2.10E	OxSRFI-BWB-LSI-05-DR-CH-0195-P04 (March 2026)
Sheet 6	2.10F	OxSRFI-BWB-LSI-06-DR-CH-0196-P03 (March 2026)
Sustainable drainage statement	6.9C	2026 Rev 04 (May 2026)

(main site)		
Sustainable transport strategy	6.3A.01	Version 2 (May 2026)
Traffic regulation plans	2.9	
Key Plan	2.9	OxSRFI-BWB-LSI-XX-DR-CH-0150-Rev P03 (May 2026)
Sheet 1	2.9A	OxSRFI-BWB-LSI-01-DR-CH-0151-Rev P03 (March 2026)
Sheet 2	2.9B	OxSRFI-BWB-LSI-02-DR-CH-0152-Rev P03 (March 2026)
Sheet 3	2.9C	OxSRFI-BWB-LSI-03-DR-CH-0153-Rev P04 (March 2026)
Sheet 4	2.9D	OxSRFI-BWB-LSI-04-DR-CH-0154-Rev P03 (March 2026)
Sheet 5	2.9E	OxSRFI-BWB-LSI-05-DR-CH-0155-Rev P04 (March 2026)
Tree and hedgerow retention and removal plans		
Key Plan	2.15	OxSRFI-FPCR-8308-ARB-01-P06 (March 2026)
Sheet 1	2.15A	OxSRFI-FPCR-8308-ARB-02-P06 (March 2026)
Sheet 2	2.15B	OxSRFI-FPCR-8308-ARB-03-P06 (March 2026)
Sheet 3	2.15C	OxSRFI-FPCR-8308-ARB-04-P06 (March 2026)
Sheet 4	2.15D	OxSRFI-FPCR-8308-ARB-05-P06 (March 2026)
Sheet 5	2.15E	OxSRFI-FPCR-8308-ARB-06-P06 (March 2026)
Sheet 6	2.15F	OxSRFI-FPCR-8308-ARB-07-P06 (March 2026)
Sheet 7	2.15G	OxSRFI-FPCR-8308-ARB-08-P06 (March 2026)
Sheet 8	2.15H	OxSRFI-FPCR-8308-ARB-09-P06 (March 2026)
Sheet 9	2.15I	OxSRFI-FPCR-8308-ARB-10-P06 (March 2026)
Sheet 10	2.15J	OxSRFI-FPCR-8308-ARB-11-P06 (March 2026)
Water framework directive assessment	6.9E	V3 (May 2026)
Works plans	2.2	
Key plan	2.2	OxSRFI-BWB-LSI-XX-DR-CH-0160-Rev P07 (May 2026)
Sheet 1	2.2A	OxSRFI-BWB-LSI-01-DR-CH-0161-Rev P05 (March 2026)
Sheet 2	2.2B	OxSRFI-BWB-LSI-02-DR-CH-0162-Rev P05 (March 2026)
Sheet 3	2.2C	OxSRFI-BWB-LSI-03-DR-CH-0163-Rev P06 (March 2026)
Sheet 4	2.2D	OxSRFI-BWB-LSI-04-DR-CH-0164-Rev P05 (March 2026)
Sheet 5	2.2E	OxSRFI-BWB-LSI-05-DR-CH-0165-Rev P05 (March 2026)
Sheet 6	2.2F	OxSRFI-BWB-LSI-06-DR-CH-0166-Rev P04

		(March 2026)
Sheet 7	2.2G	OxSRFI-BWB-LSI-07-DR-CH-0167-Rev P05 (March 2026)
Sheet 8	2.2H	OxSRFI-BWB-LSI-08-DR-CH-0168-Rev P05 (March 2026)
Sheet 9	2.2I	OxSRFI-BWB-LSI-09-DR-CH-0169-Rev P05 (March 2026)
Sheet 10	2.2J	OxSRFI-BWB-LSI-10-DR-CH-0162A-Rev P03 (March 2026)

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises Oxfordshire Railfreight Limited to construct, operate and maintain, the new Oxfordshire Strategic Rail Freight Interchange and Highways 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 57 (certification of plans and documents) of this Order may be inspected free of charge at the offices of Cherwell District Council at Bodicote House Bodicote Banbury Oxfordshire OX15 4AA.