PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

APPLICATION BY SEGRO PROPERTIES LIMITED FOR THE EAST MIDLANDS GATEWAY PHASE 2 AND HIGHWAY ORDER 202X

Deadline 8 Submission

ON BEHALF OF

EAST MIDLANDS INTERNATIONAL AIRPORT LIMITED

EAST MIDLANDS AIRPORT PROPERTY INVESTMENTS (INDUSTRIAL) LIMITED

Interested Party References: [redacted]

1. INTRODUCTION

1.1 This is East Midlands International Airport Limited's ("**EMA**") ("**the Airport**", as appropriate) and East Midlands Airport Property Investment (Industrial) Limited's ("**EMIAL**") Deadline 8 submission provided in respect of SEGRO Properties Limited's ("**SEGRO**") application for a Development Consent Order ("**DCO**") for the East Midlands Gateway Phase 2 ("**EMG2**") ("**the DCO Application**").

1.2 Terms used in this submission have the same definition as set out in EMA and EMIAL's Written Representation dated 7 April 2026 unless otherwise defined.

1.3 In view of the brevity of the substance of this document, a summary has not been provided.

2. ALIGNMENT WITH PROLOGIS

2.1 EMA and EMIAL continue to support the case being made to the Examination by Prologis UK Limited and Prologis UK 121 Limited (together, "**Prologis**") in relation to land north of Hyam's Lane which is the subject of the Joint Application.

2.2 EMA and EMIAL:

2.2.1 have had sight of the documents to be submitted by Prologis at Deadline 8; and

2.2.2 agree with and endorse the contents of those documents.

2.3 In light of the fact that EMA and EMIAL's position is on all fours with Prologis, EMA and EMIAL do not propose to repeat points made by Prologis. Rather, as set out above, EMA and EMIAL endorse and adopt those submissions.

3. MATTERS ADDRESSED

3.1 This document provides EMA and EMIAL's:

3.1.1 Response to SEGRO's Deadline 7 submissions; and

3.1.2 Comments on the Examination Library.

4. RESPONSE TO SEGRO'S DEADLINE 7 SUBMISSIONS

4.1 Our response to Appendix 5 of the Applicant's Deadline 7 submission "Applicant's Response to Deadline 6 and 6a Submissions September 2026" [**REF7-044**] is found at **Appendix 1**. For the sake of clarity, we use the same table format as that provided by the Applicant set out in Appendix 5 and have added an extra column to provide EMA's response.

5. COMMENTS ON THE EXAMINATION LIBRARY

5.1 EMA wishes to place on record, whilst recognising the volume of documents that have been submitted, that the Examination Library contains some inaccuracies particularly in respect of the Deadline 7 submissions. Clarity and consistency are needed in the way documents are recorded, for example APP-222 is DCO 5.4 Planning Statement but REP7-034 notes this as MCO 5.4. In a similar way this is the case for all of the SoCG's.

APPENDIX 1

EMA'S REPLY TO APPLICANT'S DEADLINE 7 SUBMISSION

Submissions received at Deadline 7 [REP7-044]			
No.	**Matter**	**Applicant's Deadline 7 Response**	**EMA's Deadline 8 Reply**
1	**Traffic and Transport** CTMP (Paragraphs 4.1 – 4.2 of [**REP6-091D**]) EMA welcomes the changes made by the SEGRO to the draft CTMP which finally now recognises the significance of the Airport as one of a number of key stakeholders. However, the CTMP only commits SEGRO to obligations relating to communication, co-ordination and notification: even with its monitoring and escalation measures, it provides little comfort for EMA should issues arise, and even then, only after harm has been done. EMA therefore submits that requirement 11 of the draft DCO (construction environmental management plan) should be	EMA were not identified as a consultee on the discharge of the requirements in the EMG1 DCO, which permitted development closer to the airport and was delivered successfully by the Applicants. EMA raises no complaint in that regard. A plan illustrating the distances between key features within the EMG1 and EMG2 Main Site and the EMA runway is enclosed at Annex B. That plan illustrates that EMG1 was adjacent to the airport's operational land. By contrast, the EMG2 Main Site will be located three times further away, is not located on the approach or departure flight paths and there is intervening built development comprising the airport's Cargo Terminal, warehousing and Pegasus Business Park. The Applicants continue to engage closely with East Midlands Airport (EMA) regarding the ongoing operation of EMG1 and maintain a positive and constructive working relationship	EMA's position in relation to the MCO is the same as the DCO. The controls should be identical. The position that was agreed in relation to EMG1 should not have a bearing on EMG2 or the MCO to EMG1 given that these are different developments taking place a decade apart in different contexts and subject to different regulatory environments. EMA has made these points at length throughout the examination and does not repeat them. The comparisons that the Applicants seek to draw between EMG1 and EMG2 are not helpful or relevant and nor is making any generic comparisons between developing new assets and managing existing assets near/ on airports, when in fact the two are quite different. EMA and EMIAL would make the following observations to assist the ExP: a) In relation to requirement 11 of the draft DCO for EMG2, the only element of the P-CEMP

	revised to require the local planning authority to consult EMA as part of the discharge of that requirement. In this connection, please also see our response to ExQ3 13.0.1.	with the airport. The Applicants also have significant experience of developing, owning and managing assets in close proximity to major international airports. This includes substantial holdings and development projects around Heathrow Airport, including both landside and airside facilities, as well as at Stansted Airport, which is also owned and operated by Manchester Airport Group, and previous holdings at Gatwick Airport. Through these projects, the Applicants have established a strong track record of working collaboratively with airport operators, delivering development adjacent to operational airports, and managing the interface between commercial development and critical airport infrastructure. The Applicants have made appropriate changes to the CTMP and provided appropriate updating to the Protective Provisions in favour of EMA; consistent with the provisions EMA has requested for the Joint Application that it is promoting with Prologis on the nearest part of the site to the airport.	which EMA seeks to be consulted upon is the CTMP for the relevant phase. • The traffic and transport impacts of EMG2 on the Airport will be more immediate than those of EMG1. At the risk of stating the obvious, that is because construction traffic for EMG2 will use the A453, which is the road relied on by the Airport's employees, passengers and cargo operators. • The relative distance of the Airport's runway from EMG1 and EMG2 is irrelevant to those traffic and transport impacts on the A453. EMA agrees that they it had a good working relationship with the Applicants in relation to EMG1. Indeed, that has provided both parties with a solid foundation to work positively on resolving many of the EMA's concerns relating to the potential operational impacts of the proposed Active Travel Link. Within this item of their table, the Applicants appear to imply that the relative distance from the runway to EMG1 and EMG2 is also relevant to protective provisions. EMA disagrees. Distance to the runway alone is not the only relevant factor governing the need for safeguarding controls. Other factors such as the type and scale of development, the extent of traffic generation, the

			impact on surface access, the potential for lighting impact and interference with communication systems. For example, the plan annexed at Annex B of REP7-044 would be useful if it showed the size, scale and location of the country park. It is not just proximity to the runway, it is the relationship to the runway, and the relationship of an additional waterbody to other existing ones. Having waterbodies close, and north and south brings the potential for birds (if attracted) to cross the runway in one of the most critical phases of flight. Increasing the risk of birds crossing the runway at the most critical point of flight (aircraft rotation and take-off) is not acceptable from an aviation safety perspective. This plan is informative in highlighting a potential bird hazard.
3	**M1 Junction 24 Paragraphs 4.8 – 4.10 of [REP6-091D])** With regards to Junction 24 of the M1, the application demonstrates that the mitigation suggested can accommodate the development traffic which is not in dispute. During issue specific hearings, BWB indicated that they had undertaken a series	The Applicant refers to its response at Item 4, Appendix 3 to the Deadline 5 submissions [REP6-042]. The highway mitigation meets policy requirements in the National Networks National Policy Statement and National Planning Policy Framework and will ensure there are no unacceptable impacts to capacity or highway safety on the Strategic Road Network and is the correct solution to mitigate the impacts of the EMG2 development.	There is no dispute that Junction 24 is and will remain important to the Airport. The Applicant is wrong to imply that EMA and EMIAL have objected specifically to the proposed works to Junction 24. EMA and EMIAL do not see how the transcript referred to by the Applicant (Annex G of DCO 7.20 and REP6-04) can be read as a "public endorsement of the J24 works". In that text, EMA's representative does no more than emphasise the importance of the junction to the Airport. In any event, at Deadline 6, EMA and EMIAL acknowledged that the mitigation

	of assessments to understand if alternative (lesser) mitigation schemes could be implemented. It was stated that the other schemes assessed could not accommodate the development traffic and the scheme applied for was the only one that could accommodate the development. SCP asked to see the assessment of those alternative solutions, but this assessment work has never been made available to verify BWB's statements. The ExP will recall that EMA/EMIAL consider this to be important given the weight that SEGRO place on the benefits generated by the junction improvements in their Planning Statement and Statement of Reasons. EMA/EMIAL explained this in more detail in their Deadline 3 submission: **REP3-059**, section 7 and especially paragraph 7.6.		proposed at Junction 24 would accommodate EMG2's traffic. EMA and EMIAL's concern throughout has been to understand how that mitigation package was arrived at and whether there were any alternative mitigation proposals that might have served the same purpose. An understanding of that optioneering process would have allowed the Examination to take a more informed view of the proportionality of the mitigation and the weight to be attached to its stated benefits.
6	**ExP Third Written Set of Questions: Q7.0.6 Plots 2/18, 2/20, 2/23 and 2/25 [PD-028]**	The Applicants refer to its position articulated in response to ExQ3 Q7.0.6 [REP6-043].	EMA and the Applicants have made good progress towards narrowing the issues around the Active Travel Link.

	Could the applicants please explain why it needs to compulsorily acquire all interests in these plots and why Work 19 could not be delivered by the temporary possession of land and permanent acquisition of rights? As NWLDC, LCC, Castle Donington Parish Council, EMA and National Grid Electricity Distribution (East Midlands) plc all have interests in these plots they are also invited to comment. **EMA's response [REP-6-092] states:** "EMA sees no justification for the applicants needing to compulsorily acquire all interests in Plot 2 2/23 to deliver Work 19: a compelling case in the public interest has not been made out. EMA's position on the proposed permanent acquisition of Plot 2/25 is similar to that being advanced in respect of Plot 2/6 - the Active Travel Link. The	The Applicants are in ongoing private treaty negotiations with EMA regarding the possibility of acquiring land required for DCO Works No.19 and the Active Travel Link (DCO Works No.14). The Applicants position remains that in the absence of a settled agreement, powers of compulsory acquisition are necessary in case those negotiations prove unsuccessful.	If the agreement referred to by the Applicants cannot be reached, EMA's position is that the Applicants still do not need to rely on powers of compulsory acquisition: they can rely instead on their powers under article 32 of the DCO (temporary use of land for carrying out of the authorised development) to deliver the Active Travel Link, following which Leicestershire County Council can adopt it by virtue of the deemed dedication provisions in the order (see article 14 and Part 2 of Schedule 13). There is no need for the Applicants to acquire the freehold of the land on which the Active Travel Link would be built.

	Applicant has not explored reasonable alternatives to permanent acquisition, such as temporary possession and permanent acquisition of rights. Further, EMA has said previously that if the need for the Active Travel Link is not accepted by the Secretary of State, that potentially also undermines the case for compulsory acquisition of plots for Work 19 as part of the same active travel network proposed by the applicants. EMIA has the benefit of rights over Plot 2/25 related to service media and the maintenance of boundary structures as contained in a Transfer dated 31 March 2017 for the benefit of neighbouring land. The corresponding Work No on Plot 2/25 is Work 19 and listed on Sheet 2 of the Works Plans [APP-028D] as “L57 Footpath Upgrade Between Diseworth Lane and Moira Dale”.		

	EMIA requires a commitment from the Applicant that if it is granted permanent acquisition of Plot 2/25, the rights and covenants benefiting EMA (as transferor) in the Transfer dated 31 March 2017 will not be extinguished.		
7	**ExP Third Written Set of Questions: Q8.4.1 and 9.0.2 Protective Provisions in favour of EMA [PD-028]** In its document 'Applicants' Response to Deadline 4 Submissions' [**REP5-033**] the applicants state "the protective provisions included in the dDCO submitted at Deadline 5 represent the wording proposed by the Applicants which aligns with the proposed conditions approved by EMIA for the Joint Application, suitably adapted to apply to the DCO/MCO Scheme. The Applicants await reasoned justification why the DCO/MCO Scheme should be subject to more stringent and onerous requirements.	EMA's justification for seeking different protective provisions to those applied to the Joint Application is that there will be no further opportunity to address matters of detail at a later stage. Requirement 7 (detailed design approval) of the dDCO [**REP6-007D**] prevents development commencing until further detailed design has been submitted and approved. The differentiation EMA relies on does not exist and the Applicants have responded to each EMA proposed protective provision at item 7.1 below to identify how the matter is already addressed within the suite of application documents or by operation of the protective provisions and requirements. The Applicants and EMA have maintained a constructive and cooperative working relationship on a day-to-day basis in the delivery and subsequent operation of EMG1, including most recently in respect of the installation of photovoltaic panels on units at EMG1 and collaboration on sustainable transport for employees. The nature and extent	EMA has read the Applicant's Deadline 7 position and considers it can be broken down into several distinct elements: 1) EMA's argument that the DCO process does not give any further opportunity to address matters of detail in relation to aviation and aircraft safety. 2) The Applicant's unsubstantiated assertion that EMA is unable to act independently between its landowner and airport operator functions. 3) Substantive disagreement over Protective Provisions. **1) EMA's argument that the DCO process does not give any further opportunity to address matters of detail in relation to aviation and aircraft safety.** As EMA has consistently stated, the aerodrome safeguarding conditions on the Joint Application and the Isley Woodhouse development cannot be lifted cleanly into protective provisions for the

	EMA are requested to provide a copy of the proposed conditions recommended by EMIA for the Joint Application. The ExP notes in the draft SoCG between the applicants and EMA [**REP5-048**] that "EMA would typically expect the level of detail agreed in terms of operational safety matters to be resolved at reserved matters stage for those proposals. EMG2 is a development consent order, meaning the level of detail to be secured in the terms of the consent must be negotiated and secured now, prior to determination of the application". However, the decision of the Supreme Court in C G Fry & Son Limited v SoSHCLG [2025] UKSC 35 makes clear that conditions of this type should be finalised at the grant of permission stage; in the case of the Joint Application or Isley Woodhouse developments meaning the outline stage. Therefore, the conditions/ requirements for all the projects	of EMA's objections to EMG2 in its capacity as statutory airport operator are therefore somewhat surprising and, in the Applicants' view, are not reflective of the practical reality of that ongoing relationship. Consequently, EMA's objections should not properly be assessed in isolation as the airport operator. EMA is simultaneously promoting the Joint Application, a directly competing proposal for the same land, and this provides the necessary context within which EMA's representations should be evaluated. EMA has asserted that it requires bespoke protective provisions which are materially more prescriptive and onerous than those it has proposed in respect of the Joint Application or at Isley Woodhouse. EMA has sought to justify those provisions on the grounds set out in [**REP-6-092**]. The Applicants do not accept that justification, for the reasons set out in their response in this Document DCO 7.27. The Applicants consider that the protective provisions contained in Part 6 of Schedule 13 of the draft DCO submitted at Deadline 7, are sufficient to safeguard the operation of the airport. The ExP must consider whether EMA's demand for bespoke protective provisions is proportionate to any genuine safeguarding need. In particular, the ExP may wish to consider whether the cumulative effect of EMA's approach — combining a maintained objection, non-standard protective provisions, challenges to compulsory acquisition, and the simultaneous	DCO application for EMG2. This is because those conditions are in outline application form – the further detail to be submitted on those applications will come at reserved matters stage. There is no equivalent stage in the DCO process which is relevant to EMA for the purposes of its protective provisions, unless that equivalent stage is expressly drafted into the protective provisions - which is precisely what the Applicant is trying to avoid. This is the same as to the suggested replication of the protective provisions for EMG1, which are not appropriate given the significant difference between the EMG1 and EMG2 applications (the Country Park and its implications within such close proximity to the airport, being a key differentiator). EMA notes the absence of the Country Park from the plan which the Applicant included at Annex B of REP7-044. EMA considers that, in combination, this justifies a bespoke approach to aerodrome safeguarding provisions in the DCO. EMA's preferred protective provisions represent that bespoke approach and are appended, for completeness, to this submission at Appendix 2. The Applicant has clearly misunderstood or is wilfully trying to obscure the ExP's understanding of EMA's position. For the avoidance of any doubt, EMA's sole protection comes from the protective provisions to be found in Schedule 13

	should effectively be the same, subject to any variations due to specific site location or other project specific matter. Other than amendment for a development consent order, should EMA seek different protective provisions for this proposal, EMA should set out in a ‘provision by provision’ basis why alternative provisions different are required from those sort on the Joint Application and Isley Woodhouse application. **EMA's response is set out in full at Appendix 1 of [REP-6-092]. In summary, and so far as relevant, EMA states:** The Applicant’s position on EMA’s protective provisions is set out at Deadline 4 (DCO Document 7.13 Applicant’s Response to Deadline 2 and 3 Submissions): *The Applicants note the response and confirm that discussions regarding aerodrome safeguarding*	promotion of a competing scheme — is such as to delay or impede the DCO process in furtherance of EMA's own competing development interest. The disproportionate nature of EMA's response is underscored by the fact that EMG1 is situated closer to the airport than the EMG2 Main Site, yet the protective provisions sought in respect of the EMG2 Main Site are materially more onerous than those which have operated satisfactorily in relation to EMG1 (see plan at Annex B. If the ExP considers the protective provisions in Part 6 of Schedule 13 of the draft DCO to be insufficient to protect the operation of the airport and is minded to prefer some or all of the EMA's proposed provisions, the Applicants have put forward an amended set of protective provisions at Annex C. Those amended provisions address a number of the matters raised by EMA whilst also seeking to address the conflict of interest that arises from EMA's dual role as airport operator and as a competing developer. In particular, the amended provisions propose that the local planning authority, rather than EMA, should serve as the discharging authority for the protective provisions. In circumstances where a reasonable apprehension of bias arises, it would not be appropriate for EMA to act as the discharging authority for the protective provisions, and that the local planning authority should assume that role instead. It is the Applicants' submission that EMA is seeking to deploy its statutory function as	Part 6 of the DCO. If those provisions do not provide for the aerodrome safeguarding detail which the Applicant should submit by the relevant trigger and to be approved by the appropriate body, there is no further process by which EMA can request further information. Contrary to the Applicant’s Deadline 7 response, Requirement 7 (detailed design) does not provide this. Requirement 7 is not relevant to aerodrome safeguarding and EMA has no function or role in discharging Requirement 7. EMA is not even listed as a body which ought to be consulted by the discharging authority under Requirement 7, so it is not clear how the Applicant believes this provision provides any comfort to EMA or negates any argument which EMA has put forward in relation to the clear and obvious distinction between planning conditions on an outline planning application and protective provisions for the benefit of a statutory undertaker. The Applicant has produced a table responding to each item of EMA’s preferred protective provisions and highlights where that matter is “addressed” in the DCO application documents. EMA rejects the Applicant’s analysis entirely and submits that none of the documents which the Applicant has put forward provides any protection to EMA in the manner described. See response to item 7.1 for further details.

	remain ongoing, including in respect of draft protective provisions. EMA proposed draft Protective Provisions at Deadline 1; however, these are not acceptable to the Applicants. In particular, they represent a significant departure from what was agreed at EMG1 and from the approach adopted by EMA, as aerodrome operator and statutory consultee, in respect of both the Joint Application and the planning application for the Isley Woodhouse Development (see Annex D). EMA has provided no justification as to why the DCO Scheme should be subject to more stringent and onerous requirements than those imposed in connection with either of those two developments. EMA does not accept this position and will demonstrate that the protective provisions replicate the vast majority of the terms of the planning conditions proposed for the Joint Application. Where there is divergence between the two,	airport operator to prevent or delay the authorised development from proceeding. The disparity in EMA's treatment of the Applicants as compared with the Joint Application is a material consideration in this regard. Furthermore, EMA has not engaged in any meaningful detail with the aerodrome safeguarding material that has been submitted as part of the DCO Application and MCO Application. The disparity in approach is further underscored by EMA's public endorsement of the Junction 24 works and acknowledgement of their importance to the future operation of the airport (see Annex G of DCO 7.20 / MCO 7.20 and **[REP6-042]**), a position that sits uncomfortably with its objections to the scheme. All the above calls into question the basis upon which EMA's objections are made.	**2) The Applicant's unsubstantiated assertion that EMA is unable to act independently between its landowner and airport operator functions.** EMA is dismayed by the Applicant's unfounded assertion that it would exercise its aerodrome safeguarding duties improperly. It is important to address directly any alleged conflict of interest insofar as it pertains to the appropriate approving body under protective provisions for EMA's benefit. The Applicant's position is essentially that EMA wears two hats – first as landowner; and second as statutory aerodrome safeguarding authority and is unable to exercise its statutory role independent from its capacity as a landowner. Accordingly, the Applicants say that any protective provisions which require discharge from an approving body (i.e. EMA) should be drafted so as to be signed off by an independent third party (i.e. the local planning authority). There are three fundamental flaws with this argument, which we set out below. First, from an internal governance perspective, the aerodrome safeguarding team (who would administer and approve submissions) are entirely separate from the property and commercial team (who manage the land aspects of EMA's property portfolio). It is wildly unreasonable for the

	this is solely due to the need for bespoke drafting in the DCO (which follows established precedent, including EMG1) or where further details are expected to be submitted at reserved matters stage for the Joint Application, which would not be possible in the DCO context. The ExA cites C G Fry & Son Limited v SoSHCLG [2025] UKSC 35 as authority for the principle that conditions must be secured at outline stage if further details are to be required from the applicant at reserved matters stage. EMA does not dispute this fact and indeed considers it is acting in accordance with it. As the summary below will demonstrate, EMA has recommended a series of framework planning conditions in the outline planning application comprising the Joint Application. Further details under these framework conditions is expected to come forward at reserved matters stage where the Joint		Applicant to imply that one could leverage the other to act in a hostile manner to any developer who had been granted statutory powers by the Secretary of State to whom EMA reports. The Applicant is straying towards unfounded accusations about individuals' professional integrity. Second, EMA's preferred protective provisions state at paragraph 2(1) that "*no approval pursuant to this Part may be unreasonably withheld or delayed however approval may be refused on the grounds of aviation safety at the airport's absolute discretion*". This is a complete counter to the Applicant's bare assertion that EMA is conflicted and would act unreasonably as a consequence. It is entirely reasonable that EMA should maintain the ability to refuse consent where the approval of such submitted details would give rise to safety concerns. This control protects the Applicant from conduct which could be deemed to be unreasonable or based on factors beyond safeguarding and mirrors the type of controls which other transport bodies impose in protective provisions, such as Network Rail or National Highways. Thirdly, this "conflict of interest" occurs on the vast majority of DCO applications and does not result in a need for the relevant statutory body to be replaced as the approving body. For example, the Applicant is proposing to compulsorily acquire interests over National Highways' estate

	Application is granted. By contrast, the EMA preferred protective provisions for EMG2 include both the framework condition contained in the outline planning application and extend to the detail which will be required at reserved matters stage. This is entirely necessary, because there will not be a reserved matters stage for EMG2. The development consent order - as a statutory instrument - will provide the four corners of the consent within which the Applicant will be bound. On that basis, the issue is solely a temporal one. Whereas the Joint Application will be subject to framework controls in the outline permission, built up and supplemented by detailed controls at reserved matters stage, the DCO must include protective provisions which satisfy both the framework and the detail now, as there will be no further opportunity to address matters of detail (as would be the case in the Town and Country Planning context) at a later stage. As such, it		but is not proposing the same replacement of approving status in their protective provisions. Whilst it could arguably be said that National Highways have not objected as strongly as EMA throughout this examination and accordingly the need for replacement has not been as acute, this does not explain why other statutory bodies such as National Highways or Network Rail are not frequently replaced as approving body on schemes where a more aggressive objection is taken by those bodies to the scheme itself. In our experience, this has never happened before and this is simply proof of the Applicant's inability to distinguish appropriately between EMA's roles, which is not a matter which EMA ought to be penalised for. Finally, in addition to the comments under item 3, it is worth responding to the Applicant's unusual submission in relation to a "*public endorsement of the Junction 24 works and acknowledgement of their importance to the future operation of the airport*" (see Annex G of DCO 7.20 / MCO 7.20 and [REP6-042]). EMA reminds the Applicant that this junction is the airport's "front door" – the works to it are evidently of significant importance to the airport and this has no bearing on the basis on which EMA's objection is founded in relation to EMG2. **3) Substantive disagreement over Protective Provisions**

	would be inappropriate to simply copy across proposed conditions on an outline planning application without properly having regard to the difference in consents and consenting procedure.		The Applicant's position in relation to EMA's preferred protective provisions as submitted at Deadline 7 is noted but not agreed. The revised form of protective provisions at REP-044 Annex C is not accepted by EMA. Had the Applicant attempted to negotiate this version with EMA during the last six months, we could have explained why and sought to proactively negotiate that version into a mutually acceptable version for inclusion in the Order. The Applicant made virtually no attempt to do so and is putting this version forward as a veiled attempt to demonstrate reasonable conduct. The version at Annex C largely reflects EMA's preferred version – which shows that the Applicant does not consider the terms to be unreasonable. For the reasons given above, there is no conflict of interest which would infect EMA's ability to discharge approvals under the protective provisions. In any event, the Applicant is protected by paragraph 2(1) – which notably, it has itself removed from its own version at Annex C. We suggest this was perhaps an error on the Applicant's part which it may wish to correct. As ever, we remain open to discussing protective provisions with the Applicant. The Applicant's conduct to date may indicate that it is content to let the Secretary of State determine the appropriate controls to be imposed for the benefit of the airport operator. This is unfortunate.

			Nevertheless, EMA's position remains that the version which the ExP should endorse for the Secretary of State's decision is found at Appendix 2 to this submission. For the avoidance of doubt, EMA maintains its position that any agreed PPs need to be replicated in the MCO as well as the DCO for reasons previously set out. We commit that if any further negotiation occurs between the parties we will update the ExP accordingly.
7.1	**ExP Third Written Set of Questions: Q8.4.1 and 9.0.2 Protective Provisions in favour of EMA, Appendix 1 [PD-028]** **EMA's response is set out in a table at Appendix 1 of [REP-6-092]. In summary, and so far as relevant, EMA states:** **Aeronautical Safeguarding Assessment – Framework** This is a bespoke provision in the protective provisions. It does not have a corresponding	The Applicants' position is that the Aeronautical Safeguarding Assessment (ASA) requested by EMA, which is not required for the Joint Application, is unjustified and is already adequately addressed in the protections offered by the Applicants in the DCO Application documentation. EMA's claim that there will be no further opportunity to address matters of detail at a later stage is at odds with the wording of the protective provisions proposed by the Applicants and Requirement 7 (detailed design approval) of the dDCO [**REP6-007D],** which prevents development commencing until further detailed design has been submitted and approved.	The Applicant is suggesting that the DCO application already addresses various matters which EMA's preferred protective provisions seek to cover off. EMA disputes this for the following reasons: **Scaled plans, elevations and coordinates for buildings, structure, cranes, plant and equipment showing heights** Having established now that Requirement 7 is entirely separate from EMA's protective provisions and provides no comfort to EMA from an aerodrome safeguarding perspective, we will focus on the other elements included in column 2 of the Applicant's table.

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<td>condition in the Joint Application.

The reason for this is the draft conditions in the joint application are essentially freestanding conditions which are independently discharged by submissions to the local planning authority.

The proposed structure in the DCO protective provisions is to provide a single framework aeronautical safeguarding assessment, under which all technical approvals are discharged by the airport operator.

This is simply a structuring difference and not something which creates a substantive difference in what needs to be submitted to the relevant approving body to discharge the condition.</td>
<td>EMA's position that an ASA is required ignores the material already submitted as part of the DCO Application. The Applicants have signposted in the table below where each of the matters listed in the requested EMA ASA are provided within the DCO Application. The table demonstrates that the matters requested represent a duplication of documents already provided and available to EMA throughout the examination, are protected by requirements in the dDCO, and/or are addressed in the protective provisions provided by the Applicants in favour of EMA and on this basis there is no justification for an ASA.

<table>
<tr><th>EMA ASA item</th><th>Where covered in DCO Application documentation</th></tr>
<tr><td>a) Scaled plans, elevations and coordinates for buildings, structure, cranes, plant and equipment showing heights.</td><td>Management Strategy for Safeguarding of East Midlands Airport [APP-207D];

Requirement 7 [REP6-007D];</td></tr>
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<td>Firstly, the Management Strategy for the Safeguarding of East Midlands Airport (“Management Strategy”). This document does not form part of the CEMP and so is not secured under Requirement 11. The only basis on which this document has been secured is in paragraph 8 of the Applicant’s preferred protective provisions which requires the undertaker to carry out the authorised development in accordance with the Management Strategy. The Management Strategy as submitted by the Applicant is essentially the outline form of what EMA would expect and further details are needed as detailed design develops under Requirement 7. This process is completely absent from the Applicant’s preferred form of protective provisions and is only provided in EMA’s preferred version, appended to this submission at Appendix 2.

Secondly, paragraph 1 of the Applicant’s preferred protective provisions provides EMA with no comfort, as any Instrument Flight Procedure Assessment is to be approved by the Local Planning Authority and not EMA. The Local Planning Authority is not the appropriate approving body for this document.

Proposed finished floor and roof levels

EMA’s concerns with regard to the Management Strategy, Requirement 7 and Protective Provisions are addressed above.</td>
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			Tall equipment - EMA Protective Provisions, Schedule 13, Part 6, paragraphs 1 and 8 [**REP6-007D**];	Whilst the parameter plans secure the proposed finished floor and roof levels, they can be amended without EMA's input or right of approval. Accordingly, the fact the parameter plans currently show the proposed finished floor and roof levels, has no relevance to EMA in its role as safeguarding authority. The Aeronautical Safeguarding Assessment should require the final details to be submitted to EMA for approval. **An assessment of impacts upon obstacle limitation surfaces and instrument flight procedures** The concerns which EMA has in relation to the documents purported to secure the obstacle limitation surfaces and instrument flight procedures is set out above. **Wildlife Management Plan** The current controls over wildlife management are not agreed by EMA. EMA's concern with regard to the Management Strategy is described above. The CEMP is not a document over which EMA has any control, consultation right or approval right – so should be disregarded as a document through which aerodrome safeguarding matters have been managed.
		b) Proposed finished floor and roof levels	Management Strategy for Safeguarding of East Midlands Airport [**APP-207D**]; Requirement 7 **[REP6-007D**]; Parameters Plan **[REP6-006D**]; EMA Protective Provisions, Schedule 13, Part 6, paragraph 8 [**REP6-007D**];	
		c) An assessment of impacts upon obstacle limitation surfaces and	Management Strategy for Safeguarding of East Midlands	

		instrument flight procedures	Airport [**APP-207D**]; EMA Protective Provisions, Schedule 13, Part 6, paragraphs 1 and 8 [**REP6-007D**];	As described above, the protective provisions do not provide EMA with sufficient comfort where the approving body is the Local Planning Authority. Plainly, matters which are strictly relevant to the airport's statutory jurisdiction as aerodrome safeguarding authority should be subject to EMA's strict approval with regard to matters of safety. **Construction methodologies relevant to aviation safety** All of the listed control documents and EMA's specific concerns are described above. **Temporary and permanent lighting including highway lighting** All of the listed control documents and EMA's specific concerns are described above. **Glint and Glare Assessment** All of the listed control documents and EMA's specific concerns are described above. **Wind Shear Assessment** All of the listed control documents and EMA's specific concerns are described above.
		d) A wildlife management plan	Management Strategy for Safeguarding of East Midlands Airport [**APP-207D**]; Bird Strike Hazard Management Plan [**APP-118**]; CEMP [**REP6-020D**]; EMA Protective Provisions, Schedule 13, Part 6, paragraphs 8 and 9 [**REP6-007D**];	

		e) Construction methodologies relevant to aviation safety	Management Strategy for Safeguarding of East Midlands Airport [**APP-207D**]; CEMP [**REP6-020D**]; EMA Protective Provisions, Schedule 13, Part 6, paragraph 8 [**REP6-007D**];	**Telecommunication, Radio and Electronic Equipment** All of the listed control documents and EMA's specific concerns are described above. **Drainage, landscaping and attenuation ponds** All of the listed control documents and EMA's specific concerns are described above. The same reasons can be read across to the Sustainable Drainage Statement and Requirement 17 – EMA has no ability to control or influence any of the matters relating to aerodrome safeguarding under these documents. **Drone or unmanned aircraft operations** This matter is agreed. **Other Information** All of the listed control documents and EMA's specific concerns are described above.
		f) Temporary and permanent lighting, including highway lighting	Construction lighting - Management Strategy for Safeguarding of East Midlands Airport [**APP-207D**]; and CEMP [**REP6-020D**] Permanent lighting - Requirement 14 and EMA	

			Protective Provisions, Schedule 13, Part 6, paragraphs 3, 4 and 8 [**REP6-007D**];	
		g) Glint and glare assessment	Management Strategy for Safeguarding of East Midlands Airport [**APP-207D];** EMA Protective Provisions, Schedule 13, Part 6, paragraphs 6, 7 and 8 [**REP6-007D**];	
		h) Wind shear assessment	EMA Protective Provisions, Schedule 13, Part 6, paragraph 2 [**REP6-007D**];	
		i) Telecommunications, radio and electronic equipment	Management Strategy for Safeguarding of East Midlands	

			Airport [**APP-207D**] EMA Protective Provisions, Schedule 13, Part 6, paragraphs 5 and 8 [**REP6-007D**];	
		j) Drainage, landscaping and attenuation ponds	Management Strategy for Safeguarding of East Midlands Airport [**APP-207D**] Bird Strike Hazard Management Plan [**APP-118**] Sustainable Drainage Statement EMG2 Works [**APP-149**] Requirement 17 [**REP6-007D**];	

			EMA Protective Provisions, Schedule 13, Part 6, paragraphs 8 and 9 [**REP6-007D**];	
		k) Drone or unmanned aircraft operations	The Applicants note that no reference to drones or unmanned aircraft was included in the protective provisions in favour of EMA at Part 6 of Schedule 13 of the dDCO [**REP6-007D**]. The Applicants have always engaged with EMA before deploying the use of drones at EMG1 and have included a new paragraph 11 in the	

			protective provisions at Part 6 of Schedule 13 of the dDCO submitted at Deadline 7.	
		l) Other information	Dust, smoke control and material storage & management - Management Strategy for Safeguarding of East Midlands Airport [APP-207D]; and EMA Protective Provisions, Schedule 13, Part 6, paragraphs 8 [**REP6-007D**]; Access and emergency access routes - EMA Protective Provisions, Schedule 13, Part 6,	

		paragraph 10 [**REP6-007D**];	
7.2	**Aeronautical Safeguarding Assessment – Approvals** "As above, there is no corresponding condition in the Joint Application as this is a provision in the DCO protective provisions which addresses issues specific to the giving of approvals under the aeronautical safeguarding assessment."	EMA accepts that there is no corresponding condition in the Joint Application. For the reasons identified in the table above, the Aeronautical Safeguarding Assessment (ASA) is not necessary. Where the ASA is not necessary, then EMA's proposed 'Aeronautical Safeguarding Assessment Approvals' is also unnecessary.	EMA does not agree to the removal of this provision of its preferred protective provisions. As explained at 7 and 7.1 above, the Applicant's table at 7.1 does not include a single example of where a document properly provides for EMA's input and approval in relation to safeguarding matters. It is proposing to remove a perfectly satisfactorily mechanism in the EMA preferred protective provisions on the basis that there exists a document which either discusses the relevant impact or requires the Applicant to submit details to a third party (not EMA) for approval of matters which are directly relevant to EMA's jurisdiction as aerodrome safeguarding authority. This should be rejected in favour of the protective provisions included at Appendix 2.
7.3	**Aeronautical Safeguarding Assessment - Obstacles Limitation Service and Instrument Flight Procedure Approval** "This provision is reflected across both the Joint Application conditions and the DCO protective provisions. The	Item (c) in the table at response 7.1 above.	See response to 7.1 above.

	trigger for the Joint Application is discharge “prior to construction”, whereas the trigger for under the protective provisions is discharge “no component of the phase is to commence”. EMA’s position is that there is no difference between these triggers is practical terms."		
7.4	**Aeronautical Safeguarding Assessment – Wind Shear Approval** "This provision is reflected across both the Joint Application conditions and the DCO protective provisions. The trigger for the Joint Application is discharge “prior to construction”, whereas the trigger for under the protective provisions is discharge “no component of the phase is to commence”. EMA’s position is that there is no difference between these triggers is practical terms."	Item (h) in the table at response 7.1 above	See response to 7.1 above.
7.5	**Aeronautical Safeguarding Assessment – Lighting Approval**	Item (f) in the table at response 7.1 above	See response to 7.1 above.

	"Lighting is controlled across both the Joint Application conditions and the DCO protective provisions. The key difference is that the outline permission will not set out the location of all of the exterior lighting, which will come forward at reserved matters stage and be subject to consultation with EMA. The DCO protective provisions therefore include a tighter control on lighting, to require formal approval under the aeronautical safeguarding assessment process once the design details become known by the Applicant."		
7.6	**Aeronautical Safeguarding Assessment – Radio and Communications Approval** "The Joint Application requires a technical safeguarding assessment to be submitted to the Local Planning Authority. This has to demonstrate no harmful impacts to EMA. By contrast the EMA protective provisions don't require SEGRO to submit that detail	Item (i) in the table at response 7.1 above	See response to 7.1 above.

	and instead simply restrict the use of all microwave, telecoms or electro-magnetic frequencies unless approved by the airport operator. Pursuant to the Aeronautical Safeguarding Assessment – Approvals paragraph, this approval must not be unreasonably withheld or delayed, and can only be refused at EMA's discretion in respect of safety matters. Arguably, the Joint Application places a greater burden on the applicant than the EMA protective provisions but it is likely that if telecoms usage is required at EMG2, the same technical approval will need to be submitted as that envisaged by the Joint Application. In practical terms, there is no difference between the conditions."		
7.7	**Aeronautical Safeguarding Assessment – Glint & Glare Approval** "This provision is reflected across both the Joint Application conditions and the	Item (g) in the table at response 7.1 above	See response to 7.1 above.

	DCO protective provisions. The trigger for the Joint Application is discharge “prior to construction”, whereas the trigger for under the protective provisions is discharge “no component of the phase is to commence”. EMA’s position is that there is no difference between these triggers is practical terms."		
7.8	**Construction Activities and Crane Operations** "Whilst there is no freestanding condition dealing with crane operations in the Joint Application, the construction environmental management plan condition (see Row 9 below) prevents commencement of development until the CEMP has been approved, which specifically deals with crane operations and requires details of any such crane operations to be approved. Accordingly, there is no practical difference between the Joint Application and the DCO protective	Item (a) and (e) in the table at response 7.1 above.	See response to 7.1 above.

	provisions on crane operations."		
7.9	**Construction Environment Management Plan** There is no corresponding condition in the EMA protective provisions due to the fact that the CEMP is dealt with by requirement 11, which EMA is requesting a consultation right over.	The Applicants note and welcome EMA's approval of the updated CEMP stated in their representation at Paragraphs 4.1 – 4.2 of **[REP6-091D]**.	EMA rejects the Applicant's Deadline 7 Response and wishes to make clear that at no point has it approved the updated CEMP. We include EMA's representation at Paragraphs 4.1 - 4.3 of REP6-091D below, for completeness, which the Applicant is invited to respond to: *4.1 - At Deadline 5, SEGRO submitted document REP5-033 (DCO 7.17), which contained their latest responses to a number of submissions on traffic and transport made by EMA and EMIAL at earlier deadlines. The paragraphs below seek to provide a summary of the current position.* *4.2 - EMA welcomes the changes made by the SEGRO to the draft CTMP which finally now recognises the significance of the Airport as one of a number of key stakeholders. However, the CTMP only commits SEGRO to obligations relating to communication, co-ordination and notification: even with its monitoring and escalation measures, it provides little comfort for EMA should issues arise, and even then, only after harm has been done.* *4.3 - EMA therefore submits that requirement 11 of the draft DCO (construction environmental management plan) should be revised to require the local planning authority to consult EMA as part of the discharge of that requirement. In this*

			connection, please also see our response to ExQ3 13.0.1 (submitted at Deadline 6).
7.10	**Aeronautical Safeguarding Assessment – Wildlife Hazard Management Plan Approval** "The Joint Application will contain a bird hazard management plan condition in substantially the same form as the DCO protective provisions. SEGRO has submitted a Bird Hazard Management Plan as part of the Ecology and Biodiversity chapter of the Environmental Statement forming part of the EMG2 DCO application [APP-118]. This document was drafted to inform the assessment of likely significant effects of the project, with a view to agreeing any necessary mitigation for the impacts of the scheme. The document provided by SEGRO will need to be considered by the EMA safeguarding team as part of the discharge of the relevant	Item (d) in the table at response 7.1 above	See response to 7.1 above.

	approvals under the aeronautical safeguarding assessment. As this document was prepared for the purposes of satisfying the requirements of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 and not the requirements of EMA under its own aeronautical safeguarding regime, further information may be requested at EMA's discretion."		
7.11	**Aeronautical Safeguarding Assessment – Drainage & Landscaping Approval** "There is no corresponding landscape and drainage condition relevant to aerodrome safeguarding on the Joint Application. This is due to the fact that the Joint Application and EMG2 contain very distinct landscape and drainage solutions. The Joint Application proposes underground containment tanks which are discharged at greenfield rates. Whereas EMG2 proposes a mix of onsite containment and a series of swales which flow into	Item (j) in the table at response 7.1 above	See response to 7.1 above.

	existing drainage features. The airport has a number of surface water lagoons which discharge into existing surface water drainage solutions, primarily flowing into Diseworth Brook. EMA requires suitable protections in the DCO to ensure that the airport's existing drainage system and pollution control measures are not compromised."		
7.12	**Aeronautical Safeguarding Assessment – Construction Approval** "Whilst there is no freestanding condition dealing with construction activity in the Joint Application, the construction environmental management plan condition (see Row 9 above) prevents commencement of development until the CEMP has been approved, which specifically deals with construction activity and requires details of any such construction activity to be approved. Accordingly, there is no practical difference between	Item (e) in the table at response 7.1 above	See response to 7.1 above.

	the Joint Application and the DCO protective provisions on construction activity."		
7.13	**Aeronautical Safeguarding Assessment – Detailed Drawings Approval** "The Joint Application does not have a corresponding condition to the DCO protective provisions clause dealing with detailed drawings approval under the Aeronautical Safeguarding Assessment. This is because this level of design detail would be forthcoming at reserved matters stage and the level of detail which EMA would be interested in and consulted on would be matters set out in the Construction Environmental Management Plan set out in Row 9 above, e.g. • Details of the area(s) subject to construction activity and the storage of materials and equipment • Details of cranes and other tall construction equipment (including the details of obstacle lighting)	Item (a) in the table at response 7.1 above	See response to 7.1 above.

	• Control of activities likely to produce dust and smoke etc • Details of temporary lighting • Height of storage areas for materials or equipment Accordingly, the details which EMA expects to be approved under the DCO protective provisions clause are adequately secured in the Joint Application conditions under the Construction Environmental Management Plan, with further detail to be approved at reserved matters stage."		
7.14	**Aeronautical Safeguarding Assessment – Unmanned UAS Approval** "Whilst there is no freestanding condition dealing with drone approvals in the Joint Application, the construction environmental management plan condition (see Row 9 above) prevents commencement of development until the CEMP has been approved, which specifically deals with drone usage and requires details of	Item (k) in the table at response 7.1 above	See response to 7.1. above.

	any such drone usage to be approved. Accordingly, there is no practical difference between the Joint Application and the DCO protective provisions on drone usage."		
7.15	**Surface Access** "There is no corresponding condition in the Joint Application because only the DCO application proposes major works to the A453 junction crossing (including, via the material change request, a pedestrian phase to the signal-controlled junction). The construction works are intended to take place at the Airport's main entrance, which for operational reasons cannot be obstructed or interfered with without suitable programming and alternative routes being agreed."	Item (l) in the table at response 7.1 above	See response to 7.1 above.
7.16	**Aeronautical Safeguarding Liaison Group** There is no equivalent condition in the Joint Application relating	A Construction Traffic Management Working Group is identified in the CEMP [**REP6-020D**] (see page 58).	EMA accepts the principle of being included within a Construction Traffic Management Working Group as identified in the CEMP. However, we do not consider the current remit of that group to be sufficiently broad to address the

	to an aeronautical safeguarding liaison group because the Joint Application is of a smaller scale compared with SEGRO's planned DCO. EMA require this provision as EMA will need to coordinate the construction works with the highways authorities and other third parties and there is no other means proposed by the Applicant through which this could be managed.	The group will include EMA and other key stakeholders including but not limited to National Highways, Leicestershire County Council, Local bus operators, Moto and emergency services representatives. The Applicants continue to engage closely with East Midlands Airport (EMA) regarding the ongoing operation of EMG1 and maintain a positive and constructive working relationship with the airport. The Applicants also have significant experience of developing, owning and managing assets in close proximity to major international airports. This includes substantial holdings and development projects around Heathrow Airport, including both landside and airside facilities, as well as at Stansted Airport, which is also owned and operated by Manchester Airport Group, and previous holdings at Gatwick Airport. Through these projects, the Applicants have established a strong track record of working collaboratively with airport operators, delivering development adjacent to operational airports, and managing the interface between commercial development and critical airport infrastructure.	wider construction-phase matters that EMA would require. In addition to traffic management, matters such as dust, noise, lighting and glare, airfield safeguarding including crane management, and surface-water control and drainage would need to be considered. We would be prepared to remove protective provision 15 if the CEMP were amended to expand the Working Group's scope to cover these wider construction matters. Only with that broader remit in place would EMA be willing to concede provision 15.
7.17	**Arbitration** There is no corresponding provision for Arbitration or dispute resolution generally in	An arbitration clause is already included in the EMA Protective Provisions, Schedule 13, Part 6, paragraph 12 **[REP6-007D]**.	The Applicant's response is in relation to a table designed to evidence and justify the differences between the conditions on the Joint Application and the EMA preferred protective provisions.

	the Joint Application, which is entirely usual. This provision is precedented in EMG1. Because the protective provisions form part of the statutory order, it is common practice to include a specific clause which confirms whether the dispute resolution process under the protective provisions follows the process set out in the corresponding article of the DCO or whether a bespoke process takes effect under the protective provisions.		EMA has never disputed that the Applicant's preferred protective provisions contain an Arbitration clause. EMA notes that the Applicant has now changed its position in Annex C of REP7-044 and is now proposing expert determination. It is important to note that this arbiter would need aviation safety experience. In the interests of clarity, EMA's position remains unchanged and is seeking its full version of the protective provisions issued to the ExP, for completeness, with this Deadline 8 response (see Appendix 2).
8	**ExP Third Written Set of Questions: Q13.0.1 Aerodrome safeguarding [PD-028]** The ExP's understanding is that requirement 33 in the dDCO [**REP5-008D**] is now fully drafted. The ExP also notes EMIA reserves its position on the Operational Environmental Management Plan in relation to aerodrome safeguarding. In this context, should requirement 33	The Applicants refer to its response to the same question in **[REP-043**].	EMA's position is unchanged.

	require the local planning authority to consult EMIA as part of approval process? **EMA's response at [REP6-092] states:** "EMA's position is that both requirement 11 (construction environmental management plan) and requirement 33 (operational environmental management plan) should be drafted to require the local planning authority to consult EMA as part of the discharge of those requirements, due to the significant aerodrome safeguarding concerns surrounding the construction activity and operation of the development and community park, to ensure that any CEMP and OEMP are produced in line with and consistent with the agreed aerodrome safeguarding framework in the protective provisions."		

APPENDIX 2

EMA'S PREFERRED PROTECTIVE PROVISIONS FOR INCLUSION IN SCHEDULE 13 PART 6 OF THE DCO

PROTECTIVE PROVISIONS FOR THE BENEFIT OF EAST MIDLANDS INTERNATIONAL AIRPORT LIMITED

1. Aeronautical Safeguarding Assessment - Framework

(1) No application pursuant to requirement 7 (detailed design approval) is to be submitted without an Aeronautical Safeguarding Assessment having first been submitted to and approved by the airport operator.

(2) The Aeronautical Safeguarding Assessment must assess the likely impact of the proposed development upon aerodrome operations.

(3) The Aeronautical Safeguarding Assessment must relate to both the construction and operational phases and include:

a) scaled plans, elevations and coordinates for all buildings, structures, cranes, plant and equipment showing heights in metres above mean sea level, or metres above ground level of surveyed ground height;
b) proposed finished floor and roof levels in metres above mean sea level or metres above ground level of surveyed ground height;
c) an assessment of impacts upon obstacle limitation surfaces and instrument flight procedures;
d) a wildlife management plan;
e) details of construction methodologies relevant to aviation safety;
f) details of temporary and permanent lighting, including highway lighting;
g) a glint and glare assessment where necessary;
h) an assessment of turbulence and wake effects caused by buildings or structures, 'wind shear' where necessary;
i) details of telecommunications, radio and electronic equipment;
j) details of proposed drainage, landscaping and attenuation ponds;
k) details of any proposed drone or unmanned aircraft operations; and any
l) such other information as the airport operator may reasonably require in connection with aerodrome safeguarding matters.

2. Aeronautical Safeguarding Assessment – Approvals

(1) No approval pursuant to this Part may be unreasonably withheld or delayed however approval may be refused on the grounds of aviation safety at the airport operator's absolute discretion.

(2) Where any amendments are made to approved details within a phase which relate to matters relevant to aerodrome safeguarding, the undertaker will re-submit an application for consent under this paragraph of this Part.

3. Aeronautical Safeguarding Assessment – Detailed Drawings Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant details of scaled plans, elevations and coordinates for all buildings, structures, cranes, plant and equipment along with proposed finished floor and

roof levels which have been submitted to it under the Aeronautical Safeguarding Assessment.

4. Aeronautical Safeguarding Assessment – Obstacles Limitation Service and Instrument Flight Procedure Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant details of that phase relating to obstacle limitation surfaces and instrument flight procedures which have been submitted to it under the Aeronautical Safeguarding Assessment.

5. Aeronautical Safeguarding Assessment – Wildlife Hazard Management Plan Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved a Wildlife Hazard Management Plan relevant to that phase and which was submitted to the airport operator under the Aeronautical Safeguarding Assessment.

(2) The Wildlife Hazard Management Plan must include measures relating to—

a) landscaping;
b) habitat management;
c) drainage ponds and water features;
d) waste management;
e) pest control;
f) monitoring and reporting procedures; and
g) corrective measures where bird activity exceeds acceptable levels.

6. Aeronautical Safeguarding Assessment – Construction Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant construction activities to be undertaken on that phase insofar as the same may be relevant to aerodrome safeguarding matters and which have been submitted to it under the Aeronautical Safeguarding Assessment.

7. Aeronautical Safeguarding Assessment – Lighting Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant details of that phase relating to permanent and temporary lighting (including highway lighting), illuminated signage), which have been submitted to it under the Aeronautical Safeguarding Assessment.

8. Aeronautical Safeguarding Assessment – Glint & Glare Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the

relevant details of that phase relating to an aviation glint and glare assessment which have been submitted to it under the Aeronautical Safeguarding Assessment.

9. Aeronautical Safeguarding Assessment – Wind Shear Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant details of that phase relating to building and structure induced turbulence 'wind shear' which have been submitted to it under the Aeronautical Safeguarding Assessment.

10. Aeronautical Safeguarding Assessment – Drainage & Landscaping Approval

(1) No component of the authorised development pursuant to any phase approved under requirement 3 is to commence until the airport operator has approved the relevant details of that phase relating to proposed drainage, landscaping and attenuation ponds which have been submitted to it under the Aeronautical Safeguarding Assessment.

11. Aeronautical Safeguarding Assessment – Radio & Communications Approval

(1) No radio communication equipment, microwave links, telecommunications or any equipment using electro-magnetic frequencies shall be used within the Order limits or in connection with the construction or operation of the authorised development unless approved by the airport operator.

(2) If any equipment forming part of the authorised development causes interference with airport systems, the undertaker must immediately cease operation of the relevant equipment and implement corrective measures to be approved by the airport operator prior to installation.

12. Aeronautical Safeguarding Assessment – Drones & Unmanned UAS Approval

(1) No drones, or unmanned aircraft systems shall be operated at any time from, on, or in connection with the construction or operation of the authorised development unless approved by the airport operator in writing.

(2) Any approved drone operations pursuant to paragraph 5(1) of this Part shall be carried out in strict accordance with the terms of that approval.

13. Surface Access

(1) The undertaker must not obstruct or in any way interfere with the existing access (including all emergency access routes) to the airport without the prior written consent of the airport operator.

(2) No access to the airport may be diverted, closed or in any way restricted until a replacement route is provided and available for use.

14. Construction Activities & Crane Operations

(1) The undertaker must not undertake crane operations, lifting operations or use of tall construction plant unless details have first been approved by the airport operator.

(2) The undertaker must provide crane schedules identifying—

a) maximum operating heights;
b) operating locations;
c) operational durations; and
d) lighting and marking arrangements.

(3) The undertaker must ensure compliance with all applicable CAA guidance relating to crane operations and obstacle safeguarding.

(4) The airport operator may require temporary cessation of crane or tall plant operations where reasonably necessary in the interests of aviation safety.

(5) The undertaker must indemnify the airport operator for all reasonable costs incurred in managing and mitigating interference caused by construction equipment.

15. Aeronautical Safeguarding Assessment Liaison Group

(1) No application pursuant to requirement 7 (detailed design approval) in respect of the main site is to be submitted until the undertaker has established an aeronautical safeguarding liaison group, comprised of the undertaker, the airport operator, the local planning authority and the local highway authority, to coordinate the sharing of information to satisfy the requirements of the aeronautical safeguarding assessment.

(2) The aeronautical safeguarding liaison group will meet as regularly as is necessary throughout the construction and operation phases of the authorised development to discuss and act on matters which are relevant to the safeguarding of the airport operator's undertaking.

(3) The Aeronautical Safeguarding Liaison Group must operate, meet and make decisions in accordance with its terms of reference unless---

a) Otherwise agreed by the members and the undertaker, in accordance with the process set out in its terms of reference; or
b) Where the Aeronautical Safeguarding Liaison Group has not been established, otherwise agreed by the member and the undertaker.

16. Arbitration

Any difference or dispute arising between the undertaker and the airport operator under this Schedule must, unless otherwise agreed between the undertaker and the airport operator, be determined by arbitration in accordance with article 45 (arbitration).