

PART 8
For the protection of VPI Immingham LLP

81. In this Part of this Schedule—

“VPI” means VPI Immingham LLP (Company number OC300980); and
“the pipeline” means the gas pipeline crossing the Order land owned and operated by VPI used at various times for the passage of gas and all ancillary apparatus including such works and apparatus properly appurtenant to the pipeline as are specified by section 65(2) of the Pipe-Lines Act 1962(a).

Formatted: Space After: 6 pt

82 VPI require that a Consultant for Gas Pipelines employed by VPI to review and comments on all designs that are produced by the Contractor for Project-2, and the Consultant is involved in the design process where necessary to ensure the pipeline protection provisions, are, during the construction period acceptable and in accordance with any relevant codes and legislation.

83 All costs associated with the appointment of the Consultant shall be recoverable from the owner of the project, by Vitol during the process of the Design and Construction and as agreed with the Project Owner.

84. No less than 28 days before commencing any part of the authorised development or the operation of the authorised development which is near to and would or may have an effect on the operation and maintenance of the pipeline and access to it, the undertaker must submit to VPI plans and sections of the proposed works and such further particulars as VPI may, within 28 days from the day on which plans and sections are submitted under this paragraph, reasonably require.

Deleted: ¶

Deleted: 82

Deleted: .

85. No works comprising any part of the authorised development or the operation of the authorised development which would have an effect in full or in part on the operation, maintenance, repair, replacement and abandonment of the pipeline and access to it are to be commenced until plans and sections in respect of those works submitted under paragraph 8 have been approved by VPI.

Deleted: 83

86. Any approval of VPI required under paragraph 83 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as VPI may require to be made for—

Deleted: 82

Deleted: 84

(a) the continuing safety and operational viability of the pipeline; and

(b) the requirement for VPI to have uninterrupted and unimpeded access to the pipeline at all times.

87.—(1) Subject to sub-paragraphs (2) and (3) below, if, by reason or in consequence of the construction of any of the works referred to in paragraph 82, any damage is caused to any apparatus or property of VPI, or there is any interruption in any service provided, or in the supply of any goods, by VPI, the undertaker must—

Deleted: 85

(a) bear and pay the cost reasonably incurred by VPI in making good such damage or restoring the supply; and

(b) make reasonable compensation to VPI for any other expenses, loss, damages, penalty or costs incurred by VPI, 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 VPI, its officers, servants, contractors or agents.

(3) VPI must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.