

**SCHEDULE CONTAINING PROPOSED CONDITIONS TO BE ATTACHED TO ANY  
AUTHORISATION GRANTED BY THE SECRETARY OF STATE**

**1. INTERPRETATION**

1.1 In these Conditions the following words and expressions shall, unless otherwise stated, have the following meanings:

- 1.1.1 "Applicant" means Wrexham Power Limited (company number: 06762265);
- 1.1.2 "Application" means the application pursuant to section 53 of the Planning Act 2008 made by the Applicant in respect of the Land in a letter dated 2 April 2013;
- 1.1.3 "Authorisation" means the authorisation granted by the Secretary of State pursuant to the Application;
- 1.1.4 "Landowner" means [ ];
- 1.1.5 "Land" means the land shown coloured green on the plan attached to this Authorisation and forming [part of the land registered at the Land Registry with title absolute under title number [ ]or [insert description]];
- 1.1.6 "Surveys" means the surveys as authorised by this the Authorisation and as notified to the Landowner in accordance with Condition 2.1.1

1.2 In these Conditions unless the context otherwise requires:

- 1.2.1 any gender includes any other gender;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include firms, companies, corporations and vice versa;
- 1.2.4 the headings are for convenience only and do not affect interpretation;
- 1.2.5 any reference to a statutory provision includes any modifications, re-enactment or extension to it and any subordinate legislation from time to time.

**2. ACCESS TO THE LAND**

2.1 Before entering on to the Land the Applicant will:-

- 2.1.1 give not less than 14 days' prior written notice to the Landowner of the following:
  - (a) the Survey(s) to be carried out;
  - (b) the full name and address of any individual who is to access the Land together with the details (including a telephone number) of a named individual who will manage and control such access;
  - (c) the date or dates when access is required in respect of the Survey(s); and
  - (d) the period of time for which access is required in respect of the Survey(s).

2.1.2 provide details of the public liability insurance in place in connection with the Surveys to the Landowner;

2.1.3 liaise with any tenants, occupiers, licensees or contractors of the Landowner on the Land.

2.2 In undertaking the Surveys the Applicant shall:-

2.2.1 cause as little damage as is possible and upon completion of the final Survey (or if earlier on the date of termination of the Authorisation set out in Condition 3.5) reinstate, if necessary, the Land to the condition as existed prior to the carrying out of the Survey(s) and remove all equipment of the Applicant and those authorised by it and pay to the Landowner reasonable and proper compensation in respect of any damage which cannot so be made good;

2.2.2 not display any signs or notices at the Land other than those required pursuant to statute and/or to lawfully carry out the Surveys and subject to all necessary consents (if any) in relation to the same having first been obtained;

2.2.3 not cause any unreasonable nuisance damage disturbance annoyance inconvenience or unreasonable interference to the Landowner or to adjoining and/or neighbouring property and/or to the owners occupiers or users of such adjoining or neighbouring property and to make good forthwith any such damage actually caused;

2.2.4 not do any act matter or thing which would or might constitute a breach of any law (including without limitation common law), statute, regulation, rule, order, byelaws, or notice which would or might vitiate in whole or in part any insurance effected by or on behalf of the Landowner in respect of the Land from time to time;

2.2.5 not do or suffer anything to be done which may render any insurance in respect of the Land and/or the Surveys void or voidable provided that the terms of any such insurance have been previously notified in writing to the Applicant;

2.2.6 procure that any workmen, consultants, contractors, agents and employees engaged by the Applicant take appropriate safety precautions when undertaking the Surveys;

2.2.7 in respect of the Land only, observe the Landowner's reasonable rules and regulations where notified in writing to the Applicant in advance of entering the Land including without prejudice to the generality of the foregoing any Landowner's health and safety policies and site rules.

2.2.8 at all times to take all measures as are reasonably necessary to maintain the same level of security in respect of the Land which would exist but for the undertaking of the Surveys.

### 3. GENERAL

3.1 The Landowner retains control, possession and management of the Land and the Applicant has no right to exclude the Landowner from the Land.

3.2 The Applicant shall not enter onto the Land otherwise than in accordance with the Authorisation and these Conditions.

- 3.3 The Applicant's right to access to the Land pursuant to the Authorisation shall immediately cease forthwith if the Applicant is in breach of the Authorisation or any of these Conditions subject to which the Authorisation is given.
- 3.4 Entry on to the Land is authorised under the Authorisation only if the activities undertaken in connection with such entry will not constitute an offence in themselves or lead to the committing of an offence under Regulation 41 of the Conservation of Habitats and Species Regulations 2010.
- 3.5 Entry on to the Land is only authorised for a period of eighteen months from the date of the Authorisation.
- 3.6 These Conditions, subject to which the Authorisation is given, are in addition to the provisions of section 53 of the Planning Act 2008 and for the avoidance of doubt, if there is any conflict between these Conditions and the section 53 provisions, the latter shall prevail.