## East Anglia THREE Offshore Windfarm

East Anglia THREE

## Comparison of previous offshore DCO drafting

Document Reference – Deadline 1/DCO ISH/Offshore DCO Drafting



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## SCHEDULE OF OFFSHORE DCO DRAFTING

In advance of and during the Development Consent Order Issue Specific Hearing the Examining Authority requested that the Applicant reduce to writing instances of DCO drafting in relation to certain specified elements of the draft East Anglia THREE Development Consent Order. These instances are noted in the table attached to this note.

Drafting in the draft East Anglia THREE Offshore Wind Farm Order, Revision A, has been cross referenced with "the previous offshore DCOs" noted below which reflect the current drafting related to offshore wind farm projects:

- East Anglia ONE Offshore Wind Farm Order 2014;
- Burbo Bank Extension Offshore Wind Farm Order 2014;
- Walney Extension Offshore Wind Farm Order 2014;
- Hornsea One Offshore Wind Farm Order 2014;
- Dogger Bank Creyke Beck Offshore Wind Farm Order 2015; and
- Dogger Bank Teesside A and B Offshore Wind Farm Order 2015.

In the attached note, the column headed East Anglia THREE Offshore Wind Farm Order, and shaded blue, contains extract drafting from the draft DCO while the previous offshore DCOs drafting is shown in the unshaded columns. All text within the document is black save for two exceptions:

- Text coloured red in the East Anglia THREE Offshore Wind Farm Order column indicates drafting not used in the other Offshore Orders;
- Text coloured red in the other Offshore Orders indicates drafting not used in the draft East Anglia Three Offshore Wind Farm Order.

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Article	ExA Comment	East Anglia THREE Offshore Wind Farm Order	East Anglia ONE Offshore Wind Farm Order 2014	Burbo Bank Extension Offshore Wind Farm Order 2014	Walney Extension Offshore Wind Farm Order 2014	Hornsea One Offshore Wind Farm Order 2014	Dogger Bank Creyke Beck Offshore Wind Farm Order 2015	Dogger Bank Teesside A and B Offshore Wind Farm Order 2015
Definition - "commence"	In comparison with definitions in similar made Orders, this definition in respect of onshore works (b) is broad. It permits works more widely than the more normal practice which is that a DCO should not permit works that are likely to have a DCO should not permit works that are likely to have particular miligation has been proposed to commence before the discharge of any requirement that delivers the appropriate management or miligation.	of any licensed marine activities authorised by the deemed marine licences, save for pre-construction surveys and monitoring and. (b) in respect of any other works comprised in the authorised project, beginning to carry out any material operation (as defined in section 56(4) of the 1990 Act) forming part of the authorised project other than operations consisting of site clearance, demolition work, archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and lawin or devices, excellent of any temporary means		means beginning to carry out any licensed marine activities referred to in the deemed marine licence at Schedule 2 (deemed licence under the Marine and Coastal Access Act 2009 – generation assets) and Schedule 3 (deemed licence under the Marine and Coastal Access Act 2009 – transmission assets) and any material	of site notices or advertisements and the words 'commencement' and 'commenced' shall be construed accordingly:	assessing ground conditions, and remedial work in respect of any contamination or other adverse ground conditions, and "commencement" shall be construed accordingly;	(b) in any other case, begin to carry out any material operation (as defined in section 155 of the 2008 Act) in respect of the authorised development of forming part of the authorised project, except for operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial exik in respect of any investigations for the purpose of assessing ground conditions, remedial exik in respect of any investigations for the purpose of assessing ground conditions, remedial exik in respect of any of any temporary means of enclosure or the temporary display of site notices or advertisements; and "commencement" and "commenced" must be construed accordingly;	(b) in any other case, begin to carry out any material operation (as defined in section 155 of the 2008 Act in respect of the authorised development of forming part of the authorised project except for operations consisting of site clearance, archaeological investigations, interestigations for the purpose of assessing ground archaeological investigations, interestigations for the purpose of assessing ground archaeological resident and activities of the proposed of the proposed of a conditions, the diversion and laying of services, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements;
Definition - "maintain"	"maintain" In comparison with definitions in similar made Orders including that for EA1, this definition is quite broad and appears to enable some activities beyond more normal definitions of the term. The made Order for Dogger Bank Tessaide ABS (DGTARS) provides as follows. "maintain" includes upkeep, inspect, repair, adjust, alter, relay and remove, to the extent assessed in the environmental statement; and any derivative of maintain must be construed accordingly Is there any reason why an equivalently limited and simple provision could not be used here?	and further includes remove, reconstruct and replace any of the ancillary works in Part 2 of Schedule 1 (ancillary works) and any component part of any wind turine generator, offshore electrical station, accommodation platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) (but not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and "maintenance" is construed accordingly;	substation or meteorological mast described in Part 1 of Schedule 1 (Authorised Development) but not including the alteration, removal or replacement of foundations) to the extert assessed in the environmental statement; and 'maintenance' shall be construed accordingly;	adjust and alter, and further includes	*maintain', unless otherwise provided for, includes inspect, repair, adjust, after, remove, reconstruct and replace any of the authorised development, and any derivative of *maintain' shall be construed accordingly;	**relation**, includes, to the celent assessed in the [Environmental Statement ] 6 — (a) respect, repart, adjust and seller, adjust and seller which consider patroller, distance HVAC collector substation, offshore HVAC converter station, distance HVAC collector substation, offshore NVAC converter station, distance seller experience convergence and substation of WNA NVA 10 also includes emmour, secondated and replace, and transintenance shall be construed accordingly.	*rainitain* includes upkeep, inspect, repair, adjust, alter, relay and remove, to the extent assessed in the environmental statement, and any derivative of maintain must be construed accordingly;	'maintain' includes upikeep, inspect, repair, adjust, alter, relay and remove, to the extent assessed in the environmental statement, and any derivative of maintain must be construed accordingly;
Definition "Statutory Undertaker"	This term is defined by reference to PA2008 s127. PA2008 s138 contains a different definition of a statutory undertaker and those that come within it might not also fall within the s127 definition and so may be excluded from the definition in this Order. Why has the applicant limited the definition to s127 undertakers and is there any reason why it should not be broader?	"statutory undertaker" means any person falling within section 127(8) of the 2008 Act.	"statutory undertaker" means any person falling within section 127(8), 128(5) or 129(2) of the 2008 Act.	NA .	Not defined.	Not defined.	"statutory undertaker" means a person failing within section 127(9) of the 2008 Act BUT in an 13(1) is added "2) in this article, a reference to a statutory undertaker includes a reference to a reference to a statutory undertaker includes a reference to a public communications provider (as defined in article 32(3) (recovery of costs of new connections))."	31 (2) In this article, "statutory undertaker" means— (a) a person falling within section 127(g) of the 2000 Act; and (b) a public communications provider (as defined in section 151(1) of the Communications Act 2003).
Definition - "undortaker"	'undertaker'  This is a key term in the draft Order as it describes the entity or entity that would implement the development. Made Orders for similar offshore wind farm developments that include phased or multiple entity delivery (Doger Bank Cryyke Beck (DSGS), Del 7A86, Normsea 1) include created the properties of the properties		'undertaken' means East Anglia ONE Limited	*undertaker* means DONG Energy Burbo Extension (UK) Limited;	"undertaker" means DONS Energy Walney Extension (UK) Limited and any other person who has the benefit of that provision in accordance with article 5;	**Lindertaker* is to be construed in accordance with article 3.  **Articlea 2.** (5) Arrietensce in this Order to the "undertaker" means Heron Wind Limited except that— (a) insothra steepant to Work No. 2 and related associated development or anciliary works,  **Lindertaker* means Njord Limited;  **Londertaker* means Njord Limited;  **Londertaker* means Njord Limited;  **Londertaker* means Nove No. 3 and related associated development or anciliary works,  **Londertaker* means Nove Intellect and (c)**undertaker* means Wurra Limited; and (c)**undertaker* means Wurra Limited; and  **Limited, where this is necessary for the fulfilment of the obligations in this Order.	"undertaker" means, subject to article 8(2) (consent to transfer benefit of Order)— (a) in relation to the Project of offstore works, the Project A orshore works, any other authorised development associated with those works and related anolitary works. Bizzo 1; (b) in relation to the Project B offshore works, the Project B onshore works, any other authorised development associated with those works and related anolitary other authorised development associated with those works and related anolitary works. Bizzo 1 and Bizzo 4; and (d) in any other case, Bizzo 1 and Bizzo 4; and (d) in any other case, Bizzo 1 and Bizzo 4;	"undertaker" means, subject to article (§3) (consent to transfer benefit of Order),— (a) in relation to Project A and related ancillary works, Bizzo 2; (b) in relation to Project B and related ancillary works, Bizzo 3; (c) in relation to the shared works, Bizzo 3 and Bizzo 3; (d) in any other case, Bizzo 2 and Bizzo 3;
Development consent etc. granted by the Order	requirements the undertaker is granted— (a) development consent for the authorised development; and (b) consent for the ancillary works, to be carried out within the Order limits. (2) Subject to the requirements and conditions in the deemed marine licences, Work Nos. 1 to SA must be constructed anwyhere within the Order limits seaward of MHVIS and	is granted— (a) development consent for the authorised development; and (b) consent for the ancillary works,	3.— Development consent etc. granted by the Order  (1) Subject to the provisions of this Order and to the Requirements the undertaker is  granted— (a) development consent for the authorised development; and  (b) consent for the ancillary works,  to be carried out within the Order Innits.  (2) Subject to the Requirements, Works No. 1 to 3A shall be constructed anywhere  within the Order  limits session of means high water springs and Works No. 38 to 41 shall be  constructed anywhere within the Order limits landward of mean low water.	by the Order (1) Subject to the provisions of this Order and to the Requirements, in Part 3 of Schedule 1, the undertaker is granted— (a) development consent for the authorised development. in Part 1 of Schedule 1: and	(2) Subject to the Requirements, Work Nos. 1 to 3A shall be constructed anywhere within the Order limits seaward of mean high water springs and Work Nos. 3B to 27 shall	consent is granted to the following persons in respect of the scheduled works, along with associated development and anolikary works nelated to those works— (a) to Njord Limited to construct, maintain and operate Work No. 2; (b) to V Aura Limited to construct, maintain and operate Work No. 3; and	3.— Development consent, etc. granted by Order (1) Subject to the provisions of this Order and to the Requirements, Bizzo 1 is granted— (a) development consent for the Project A offshore works, the Project A onshore works, any other authorised development associated with those works; and (b) consent for related ancillary works, to be carried out within the Order limits. (3) Subject to the provisions of this Order and to the Requirements, Sizzo 4 is granted— (a) development consent for the Project B offshore works, the Project B onshore works, any other authorised development associated with those works; and any other authorised development associated with which work works within the Order limits. (3) Subject to the provisions of this Order and to the Requirements, Bizzo 1 and Bizzo 4 are jointly granted— (a) development consent for the shared works and any other authorised development associated with hose works; and (b) consent for related ancillary works, to be carried out within the Order limits. (4) Despite anything in this Order or shown on the offshore works plans, the undertaker may construct either Work No. 2BA or Work No. 2BC but not both. (5) Schedule 1 (authorised project) has effect.	3.— Development consent granted by Order  (1) Subject to the provisions of this Order and to the Requirements—  (a) Bizzo 2 is granted development consent for Project A and related ancillary works;  (b) Bizzo 3 is granted development consent for Project B and related ancillary works; and  (c) Bizzo 2 and Bizzo 3 are jointly granted development consent for the shared works,  to be carried out within the Order interval.  (2) Schedule 1 (authorised project) has effect.
Article 4 - Power to construct and maintain the authorised project	The article does not contain a provision clarifying that matters not covered in the DMIs but that are licensable activities in the marine environment need a separate Marine Licence. See for example the equivalent provision in the marke Dogge Bank Teesside A & B. Order:  1/2) Paragnaph 1/0 does not relieve the undertaker of any requirement to obtain a licence under Part 4 of the 2000 Act (marine licensing). Can the applicant and the Marine Management Organisation (MMO) advise whether this absence has any adverse effect?  The applicant is requested to consider whether subsequent approach taken in the model provision used as the source for this article.	The undertaker may at any time construct and maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.	N/A	N/A	N/A	N/A	4.— Maintenance of authorised project (1) The understaker may at any time maintain, and maintain from time to time, the authorised project except to the extent that this Order or any agreement made under this Order provides otherwise. (2) The power to maintain conference under paragraph (1) does not relieve the understaker of any requirement to obtain a licence under Part 4 of the 2009 Act (marine licensing).	4.— Maintenance of authorised project (1) The understar may at any time maintain, and maintain from time to time, the authorised project except to the extent that this Order or any agreement made under this Order provides otherwise. (2) Paragraph (1) does not relieve the undertaker of any requirement to obtain a licence under Part 4 of the 2009 Act (mainte licensing).
Article 7 - Defence to proceedings in respect of statutory nuisance	the priority accorded to Nationally Significant Infrastructure Projects (NSIPs) in National Policy Statement EN-1 (NPS EN 1) at section 4.14, which makes clear that the defence provision is conferred only to the extent that the nuisance is considered only to the extent that the nuisance is made in the provision is conferred only to the extent that the nuisance is made in the project of the project in the project of the project in the project in the project of the pro	Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order may be made, and no fine may be imposed, under section 82(2) of that Act #— (a) the defendant shows that the nuisance— (i) relates to premises used by the undertaken or the purposes of or in connection. Or relates to premises used by the undertaken or the purposes of or in connection at the nuisance— (ii) relates to premise used by the undertaken or the purposes of or in connection at the control of the control of the submissed project in abcordance with a notice served under section 61 (prior consent for work on construction site), or a consent given under section 61 (prior consent for work on construction site) or a consent given under section 61 (prior consent for work on construction site) or a consequence of the construction or maintenance of the submissed project and that it cannot reasonably be avoided and the first purposes of or in connection with the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project which is being used in compliance with requirement 26 (control of noise during operational phase); or (ii) is a consequence of the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is sufficial that the nuisance is sufficial to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle to the use of the authorised project and that the nuisance is althoutistle	order shall be made, and no fine may be imposed, under section 82(2) of that Act II— (a) the defendant shows that the nuisance— (b) relative to premises used by the undertaker for the purposes of or in connection (or relative to premise) used to the undertaker for the purposes of the connection of the connection of the carrying out of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notion served under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level), of the Control of Politicon Act 1974; or (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided, or (i) relative to premises used by the undertaker for the purposes of or in connection with the use of the authorised project with the use of the authorised project and that the nuisance is attributable to the use of the authorised project with its being used in compliance with requirement 24 (control of noise furing operational phase); or (ii) is a consequence of the use of the authorised project and that the nuisance is attributable to the use of the authorised project with relative to the use of the authorised project with the use of the authorised project and that the nuisance is attributable to the use of the authorised project may be undertaken to the undertaken of the project may be used to a consequence of the use of the authorised project and that it cannot reasonably be avoided for the vort on construction also to include a talement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Potation Act 1974 and section		fine may be imposed, under section S(2) of that Act if— (ii) the definant shows that the missiance— (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisiance is attributable to the carrying out of the authorised project and other than the undertaker of the under section of 10 (prior consent for work on construction site) or 65 (noise exceeding registered level), of the Control of Pollution Act 1974; or (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or (ii) the definant shows that the missiance— (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project which is being used in accordance with Requirement 35; (iii) a consequence of the construction site of the authorised project and of the time of the authorised project which is being used in accordance with Requirement 35; (iii) a consequence of the use of the authorised project and that it cannot reasonably be avoided.	Protection Act 19001 (summary proceedings by person aggrieved by statutory unisance) in relation to a muisance float of the control of the co	12.— Defence to proceedings in respect of statutory nuisance (1) Where proceedings are brought under section 2(1) of the Environmental Protection Act 1990.1 (summary proceedings by person agrieved by statutory nuisance) in relation to a nuisance falling within section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance), no cortem by the made, and no fine may be imposed, under section 2(2) of that Act if the defendant shows that the nuisance, and no fine may be imposed, under section 2(2) of that Act if the defendant shows that the nuisance.  The nuisance of the nuisance of the purposes of or in connection with the construction or maintenance of the authorised project and is althitudable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of roise on constructions etc.) or a consent given under section 61 (prior consent frow work on construction site) section 65 (noise exceeding registered level), of the Control of Poliution Act 1974; (b) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; (c) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and is althoutable to the use of the authorised project in compliance with Requirement 2 (control of roised uning operational planes); or (d) is a consequence of the use of the authorised project and is althoutable to the use of the authorised project in compliance with (2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute and entering operational planes, or (d) is a consequence of the use of the disconnection site of the Euroismental Protection Act 1990 of the Cortrol of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation of the entering planes by the undertaker for the purposes of or in connection with the construction or maintenance of the au	prejudicial to health or a nuisance) no order may be made, and no fine may be imposed, under section 82(2) of that Act if the definant shows that the nuisance— (a) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on reonstruction slep to 75 (noise exceeding registered level), of the Control of Pollution Act 1974; (b) is a consequence of the construction or maintenance of the authorised project and cannot reasonably be avoided; (c) is also the project policy and the purposes of or in connection with the use of the authorised project and is attributable to the use of the authorised project being used in compliance with Requirement 30 (control of noise during operational phase); or (d) is a consequence of the use of the authorised project and cannot reasonably be avoided; (d) is a consequence of the use of the authorised project and cannot reasonably as avoided, include statement that if cose not for listed constitutes of define the proceeding under socion 82 of the Environmental Protection Act 1990) and section 65(8) of that Act (corresponding) provision in relation to consent for registered noise level to be exceeded by do not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project.

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Article 8 - Street Works  Article 9 - Temporary stopping up of public rights of way	drilling (HDD) is not intended to be used to cross streets, atthough given the proposed use of EAI infrastructure then tittle such work may be necessary. Does the applicant wish to have the right to use this technique? I fee, does at consider that the current proposed wording is sufficient to enable HDD of this is requested. The applicant is requested to consider whether subsequent practice gives rise to consider dealors that influence the approach laten in the model provision used as the source for this article.  The applicant is requested to consider whether subsequent practice gives rise to consider whether subsequent practice gives rise to consider whether subsequent.	8—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the steeles specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—(a) place apparatus under the street; (b) maintain apparatus under the street; (b) maintain apparatus under the street; (c) maintain apparatus under the street or change its position; and (c) execute any works required for or incidental to any works referred to in subparagraphs (a) and (b).  (2) The authority given by paragraph (1) is a statutory right for the purposes of sections 46(3) (aftered; street works and undertakens) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.  (3) The provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).  (4) In this article "apparatus" has the same meaning as in Part 3 of the 1991 Act.  Temporary stopping up of public rights of way.  9—(1) The undertaker may, in connection with the carrying out of the authorised project, temporary stop up each of the public rights of way specified in columns (2)	within the Order limits and may— (a) branch you go not he street, or any sewer, drain or humel under it; (b) humel or bore under the street; (c) place apparatise under the street; (c) maintain apparatise under the street or change its position; and (e) execute any works required for or incidental to any works referred to in sub- (e) seached any works required for or incidental to any works referred to in sub- (c) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakens) and f(1) (proribibition of unauthorised street works) of the 1991 Act. (3) The provisions of sections 54 to 105 of the 1991 Act apply to any street works carried out under paragraph (1). (4) In this article apparatish has the same meaning as in Part 3 of the 1991 Act.  — Temporary stopping up of public rights of wey (1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised project temporarily stop up each of the public rights of way specified in columns (2) to 30 of Schediule 3 (public rights of way specified in columns (2) to 30 of Schediule 3 (public rights of way specified in columns (2) to 30 of Schediule 3 (public rights of way specified in columns (2) to 30 of Schediule 3 (public rights of way specified in columns (2) to 30 of Schediule 3 (public rights of way specified in columns (2) to 30 of Schediule 3 (public rights of way to the substitution of the s	N/A	10.— Street works (1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schodule 2 (streets subject to street works) as is within the Order limits and may— (a) branch you can be street, or any sever, drain or turned under it; (b) turnid or bore under the street or change its position; and (c) price apparatus in the street (c) maritain apparatus in the street (c) maritain apparatus in the street or change its position; and paragraphs (a), (b), c) and (c). (2) The authority given by paragraph (1) is a shatkory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act. (3) The provisions of sections 54 to 106 of the 1991 Act apply to any street works and undertakers) and 51(1) (prohibition of unauthorised out under paragraph (1). (4) In this article's apparatush has the same meaning as in Part 3 of the 1991 Act.  12. Temporary stopping up of public rights of way The undertaker may, in connection with the carrying out of the authorised project, temporary's stop up each of the public rights of way specified in columns (2) of Schedule (public rights of way to be temporary stopped in column (3), by reference to the letters and numbers shown on the public rights of way plans.	much of any of the streets subject to street works) as is within the Order limits and may.  (a) break or occen the street, or any sewer, drain or tunnel under it. (b) break or before the street or subject to compare the street (c) place apparations in the street (d) maintain apparatus in the street (d) maintain apparatus in the street or consideration to any works referred to in subparagraphs (a) (b), (c) and (d).  (2) In this article "apparatus" has the same meaning as in Part 3 of the 1991 Act.	13.— Street works (1) The undertaker may, for the purposes of the authorised project, enter so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may— (a) break up or open the street, or any sever, drain or tunnel under it; (b) tunnel or bore under the street (c) place appearatise under the street (d) manifest any any works required for or incidental to any works referred to in sub-paragraphs (a) to (d). (2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(2) (streets, street works and undertakens) and 51(1) (profitibilition of unauthorised street works) of the 1981 Act. (3) Sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1). (4) In this article apparatus* has the same meaning as in Part 3 of the 1991 Act2.  NIA	14.— Street works  (1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the order limits and shown on the streets and public rights of way plan and may— (a) brand up on the street or and public rights of way plan and may— (b) burned or bore under the street  (c) place appearatus under the street  (c) place appearatus under the street or change its position; and  (d) maintain apparatus under the street or change its position; and  (d) maintain spearatus under the street or change its position; and  (d) maintain spearatus under the street or change its position; and  (a) to (d).  (2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3)  (streets, steet works and undertakers) and 51(1) (prohibition of unauthorist aftert works) of  the 1991 Act.  (3) Sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph  (1),  (4) In this article, "apparatus" has the same meaning as in Part 3 of the 1991 Act.  NIA
Article 10 Temporary stopping up of streets	this article.	premises abutting a street affected by the temporary stopping up, alteration or	the Order limits and may for any reasonable time— (a) diver 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 shall provide reasonable access for podestrians 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.	NA .	carrying out the authorised project, may temporarily stop up, alter or divert any street and	undertaker, during and for the purposes of carrying out the authorised project. May interporately stop, after or divert any steet and may for any reasonable time— (a) divert the tartific from the street, and (b) subject to personage (h), prevent all persons from passing along the street. (b) subject to personage (h) prevent all persons from passing along the street. (b) subject to personage (h) prevent all persons from passing along the street. (c) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary sloping up, afteration or diversion of a street under this article if there would otherwise be no such access. (c) Without imitation on the access of passing (h) (t) the undertaker must provide (r) without provided (r) the street authority which may attach (r) any other street which any consent (r) any other street with any consent	undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, alter or divert any street and may for any reasonable time— (a) divert the traffic from the street, and (b) subject to paragraph (2), prevent persons from passing along the street. (2) The undertaker must provide reasonable access for pedestrians going to or from premises	18.— Temporary stopping up of streets (1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, after or divert any street and may for any reasonable time— (a) divert the traffic from the street, and (b) subject to paragraph (2), prevent 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 of these would otherwise be no south access. However, and the street is provided to the street is provided to the street is provided to the street is pecified by reference to the letters and numbers shown on the streets and public rights of way plan. (4) The undertaker must not temporarily stop up, alter or divert— (a) any street specified as memorison of paragraph (3) without first consulting the street authority, and (b) any other street without the consent of the street authority, which may attach reasonable conditions to any consent.  (5) 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 fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority shall be	(7) if a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph 5(b) that street authority is		
Article 11 - Access to Works	The applicant is requested to consider whether subsequent practice gives rise to considerations that influence the approach taken in the model provision used as the source for this article.	Access to works  11. The undertaker may, for the purposes of the authorised project—(a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Schedule 4 (access to works); and (b) with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 16 (highway access and improvements), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.	11. Access to works  The undertaker may, for the purposes of the authorised project— (a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Schedule Species to works), and (b) with the approval of the relevent planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.	N/A	clearing in high purposes of the authorised project.  13. Access to works  13. Access to works  14. Access to works  15. Access to works  The undertaker may, for the purposes of the authorised project.  (a) form and lay out means of access, or improve existing means of access, in the locations specified in outlums (1) and (2) of Schedubte 5 (access to works), and (b) with the approval of the relevant planning authority after consultation with the highway authority, form and by out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.	deemed to have grarled consent. 9.— Access to works (1) The undertaker may for the purposes of the authorised project— (a) form and lay out means of access, or improve existing means of access, in the location specified in columns (1) and (2) of Schedule 4 (access to works); and (b) with the approval of the local planning authority after consultation with the	15. Access to works The undertaker may, for the purposes of the authorised project.— (a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Schedule 4 (access to works). (b) with the approval of the relevant planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.	16. Access to works The undertaker may, for the purposes of the authorised project.— (a) form and by our therand access, or improve existing means of access, in the locations specified in Schedule 4 (access to work), (b) with the approval of the relevant planning authority after consultation with the highway authority, form and you stuch other means of access or improve existing means of access, at such locations within the order limits as the undertaker reasonably requires.
Article 12 - Agreements with street authorities	practice gives rise to considerations that influence the approach taken in the model provision used as the source for this article.	(a) any temporary slopping up, alteration or diversion of a street authorised by this Order, or (b) the carrying out in the street of any of the works referred to in article 8(1) (street works). (2) Such an agreement may, without prejudice to the generality of paragraph (1)—	works).	N/A	4.— Agreements with street authorities (1) A street allowing and the process of the process o	[10.—Agreements with street authorities (I). A street allowing and the understanding and the understand range enterinto agreements with respect to—  and the construction of any new street authorised by this Order, or where arriving out in the street of any of the works referred to in Article 6(1) (street works).  (2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, swithout projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without projection to the generality of paragraph (1)—(2) Such an agreement may, without paragraph (2)—(3) Such an agreement may, without paragraph (3)—(3) Such an agreement may, without parag	(d) the execution in any street referred to in article 13 (street works) of any of the works referred to in that article.	17 — Agreements with street authorities.  (1) A street authorities (1) A street authorities (1) A street authority and the understater may enter into agreements with respect to—  (a) the construction of a new street (including any structure carrying the street over or under the authorised development) under the powers conferred by this Order.  (b) the subprise up, alternation or diversion of a street under the powers conferred by this collect.  (c) the stopping up, alternation or diversion of a street under the powers conferred by this collect in the stratic.  (2) Such an agreement may, without limiting paragraph (1)—(a) provide for the street authority to carry out any function under this Order that relates to the street in question; (b) include an agreement between the understaker and the street authority secretifying a reasonable time for the completion of the works; and
Article 13 - Discharge of Water	used onshore (on the basis of which the Environment Agency's relevant representation suggests that it is statisfied that the project will cause limited impact to the water environment onshore), is this power necessary? Could it be confined to specific locations or works rather than being a general power? The applicant is requested to consider whether subsequent practice gives rise to considerate that influence the approach taken in the model provision used as the source for this article.	approval respectively pursuant to sub-paragraphs (3) and (4) below.  (2) Any displayer aiming from the making of connections to the use of a public sever or drain by the undertaker pursuant to paragraph (1) is determined as if were a displayer of the property of the property of the undertaker pursuant to paragraph (1) is determined as if were a with public severs).  (3) The undertaker must of discharge any water into any valencourse, public severs (3) The undertaker must on discharge any water into any valencourse, public severs may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.  (4) The undertaker must not carry out any works to any public sever or drain pursuant to article (31) except—(3) an accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and (1) where that person has been given the opportunity to supervise the making of the opening.  (5) The undertaker must not, it carrying out or maintaining works pursuant to this (5). The undertaker must have been provided by the province of the province of any waterourse forming part of a maintaining works pursuant to the form of the province of the province of any waterourse forming part of a maintaining works to the province of the Environment Agency.	the watercourse, public sewer or drain subject to the obtaining of consent and approval respectively pursuant to paragraphs (6) and the (1) (2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) shall be determined as if a were a dispute under section 106 of the Water industry Act 1961 (right to (3)) the undertaker pursuant to paragraph (1) shall be determined as if a were a dispute under section 106 of the Water industry Act 1961 (right to (3)) the undertaker shall not dispute any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs, and such consent way be given subject to such terms and conditions as that person may reasonably impose, but shall not be unreasonably withheld. (4) The undertaker shall not carry out any works to any public sewer or drain pursuant to article 13(1) except— (b) where the art person has been given the opportunity to supervise the making of the opening. (5) The undertaker shall not, in carrying out or maintaining works pursuant to this arrisk, damage or inferfere with the befor braiks of any watercourse forming part of a main river.  (6) The undertaker shall take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this matter in suspension.  (7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by regulation 12 of the	N/A	authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, waske openings into, and connections with, the watercourse, public sewer or drain. (2) Any dispute artising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragizah (1) shall be determined as if it were of the properties of the control of the Water Industry Act 1991 (right to communicate with 10). The undertaker must not discharge any water into any waterourse, public sewer or drain except with the consent of the present on whom the biologis and such consent may be given subject to such terms and conditions as that person may reasonably impose, but all not be unreasonably withheld, and the consent of the present on whom the sewer or drain selection of the properties of the present of the present of the present of the sail not be unreasonably withheld, and the control of the sail of the unreasonably withheld, and the sail of the unreasonably withheld, and (4) The undertaker such as provided that in the unreasonably withheld and (5) The undertaker must not, in carrying out or maintaining works pursuant to this article domage or interfere with the bed or banks of any waterourse forming part of a main river. (6) The undertaker must take such steps as are reasonably practicable to secure that any water descharged into a waterourse or public sewer or drain pursuant to this article any services. (7) This article does not authorise the entry into controlledwaten of any matter whose entry or discharge into controlled waters is prohibited by repulsion 12 of the Environmental Permitting (England and Wales) Regulations 2010.	may, on any land within the Order limits and subject to receipt of consent under paragraph (3), make openings into, and connections with, the watercourse, public sever or drain.  If you are considered to the control of the control of a public power or drain by the undertaker under paragraph (1) is to be determined as if a were a dispute under section 106 of the Water Industry Act 1991 (right to communicate with public severs).  (3) The undertaker must not discharge any water into any watercourse, public sever or drain sectory with the connect of the person to whom It belongs, and such consent may be given subject to such terms and conditions as that person may (4) The undertaker must not make any opening into any public sever or drain except.  (4) The undertaker must not, in carrying out or maintaining works pursuant to this collection of the control of the person of the person of the person of the person of the person of the person of the person of the scopet.  (5) The undertaker must not, in carrying out or maintaining works pursuant to this article. dramage or interfere with the bed or banks of any watercourse forming part of a main river.  (6) The undertaker must not, in carrying out or maintaining works pursuant to this article, dramage or interfere with the bed or banks of any watercourse forming part of a main river.  (7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales).  (8) If a person who receives an application for consent or approval fails to notify the undertaker under a decision within 22 days of receiving an application for consent have grained consent or given approval, as the cases may be (1) In the articles.	lay down, take up and after pipes and may, on any land within the Order limits, make openings into, and connections with, the evalenceurse, public sever or drain. (2) Any dispute arising from the making of connections to or drain. (2) Any dispute arising from the making of connections to or drain or adjusted under section 100 of the Wilate Industry Act 109 if (right to communicate with public sever a dispute under section 100 of the Wilate Industry Act 109 if (right to communicate with public severes). (a) the section of the	water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and after piess 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 for the use of a public sewer or drain by the undertaker pursuant to paragraph (1) must be determined as if it were a dispute under section 106 of the Water Industry Act 1991 (right to communicate with public sewers). (3) The undertaker must not discharge any water into a watercourse, public sewer or drain except with the consent of the press to whom It belongs, and such consent may be given unreasonably withheld.  (4) The undertaker must not after any opening lind a public sewer or drain except—(s) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approvin must not be unknaprovin must not be unreasonably withheld.
					(a) "public sewer or drain" means a sewer or drain which belongs to the Environment Agency, a harbour authority within the meaning of section 57 of the Harbours Act 19643 (interpretation), an internal drainage board, a joint planning board, a local authority, or a sewerage undertaker; and	(a) "public sewer or drain" means a sewer or drain which belongs to the Environment Agency, a harbour authority within the meaning of section 57 of the	ромичення на развідніци).	учини чи мат рагарати рагадуарт (с).

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	The applicant is requested to consider if paragraphs (4) and (5) could be consolidated.	Authority to survey and investigate the land onshore 14.—(1) The undertaker may for the purposes of this Order enter on any land shown	14.— Authority to survey and investigate the land	N/A	Authority to survey and investigate the land     (1) The undertaker may for the purposes of this Order enter on any land landward of	13.— Authority to survey and investigate the land (1) The undertaker may for the purposes of this Order enter on any land shown	19.— Authority to survey and investigate land (1) The undertaker may for the purposes of this Order enter any land shown within the Order limits or	20.— Authority to survey and investigate land
the land onshore	The applicant is requested to consider whether subsequent	within the Order limits or which may be affected by the authorised project and—  (a) survey or investigate the land:	within the Order limits or which may be affected by the authorised project and—		MHWS shown within the Order limits or which may be affected by the authorised project	within the Order limits and—	(a) survey or investigate the land:	shown on the onshore order limits and grid co-ordinates plan or that may be affected by the
	practice gives rise to considerations that influence the	(b) without prejudice to the generality of sub-paragraph (a), make trial holes in such			(a) survey or investigate the land;	(a) survey or investigate the land; (b) without limitation on the generality of sub-paragraph (a), make trial holes in such	(b) without limiting sub-paragraph (a), make trial holes in such positions on the land as the	authorised project and— (a) survey or investigate the land;
		positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;	positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;		(b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface	positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;	undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;	(b) without limiting sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil
		<ul><li>(c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and</li></ul>	(c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and		layer and subsoil and remove soil samples; (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or	(c) without limitation on the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and	(c) without limiting sub-paragraph (a), carry out ecological or archaeological investigations on the land; and	samples; (c) without limiting sub-paragraph (a), carry out ecological or archaeological investigations on
		(d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.			archaeological investigations on such land; and (d) place on, leave on and remove from		(d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.	(d) place on, leave on and remove from the land apparatus for use in connection with the
		(2) No land may be entered or equipment placed or left on or removed from the land	(2) No land may be entered or equipment placed or left on or removed from the land		making of trial holes.	(2) No land may be entered under paragraph (1) or equipment placed or left on or	(2) No land may be entered or equipment placed or left on or removed from the land under	survey and investigation of land and the making of trial holes.
		under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.	and occupier of the land.		(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 and		paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.	(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 and occupier of
		(3) Any person entering land under this article on behalf of the undertaker—     (a) must, if so required on entering the land, produce written evidence of their	(3) Any person entering land under this article on behalf of the undertaker—     (a) shall, if so required on entering the land, produce written evidence of their		occupier of the land. (3) Any person entering land under this article on behalf of the undertaker—	(3) Any person entering land under this article on behalf of the undertaker—     (a) must, if so required, produce written evidence of their authority to do so; and	(3) Any person entering land under this article on behalf of the undertaker—     (a) must, if so required on entering the land, produce written evidence of authority to do so; and	the land.  (3) Any person entering land under this article on behalf of the undertaker—
		authority to do so; and (b) may take with them such vehicles and equipment as are	authority to do so; and (b) may take with them such vehicles and equipment as are necessary to carry out		<ul><li>(a) shall, if so required entering the land, produce written evidence of their authority to do so; and</li></ul>	(b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.	(b) may take with him or her such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.	(a) must, if so required entering the land, produce written evidence of the authority to do so;
		(4) No trial holes may be made under this article—	the survey or investigation or to make the trial holes.			(4) No trial holes are to be made under this article—	(4) No trial holes may be made under this article—	(b) may take with him or her such vehicles and equipment as are necessary to carry out the
		(a) in land forming a railway without the consent of Network Rail Infrastructure Limited; or	(4) No trial holes shall be made under this article—     (a) in land forming a railway without the consent of Network Rail Infrastructure		(4) No trial holes shall be made under this article—	authority; or	(a) in land located within the highway boundary without the consent of the highway authority; or     (b) in a private street without the consent of the street authority, but such consent must not be	survey or investigation or to make the trial holes.  (4) No trial holes may be made under this article—
		(b) in land held by or in right of the Crown without the consent of the Crown. (5) No trial holes may be made under this article—	Limited; or		<ul> <li>(a) in land located within the highway boundary without the consent of the highway authority; or</li> </ul>	(b) in a private street without the consent of the street authority, but such consent must not be unreasonably withheld.	unreasonably withheld. (5) After completion of the activities being undertaken pursuant to this article, any apparatus must be	<ul><li>(a) in land located within the highway boundary without the consent of the highway authority; or</li><li>(b) in a private street without the consent of the street authority, but such consent must not be</li></ul>
		(a) in land located within the highway boundary without the consent of the highway authority; or	(b) in land held by or in right of the Crown without the consent of the Crown. (5)  No trial holes shall be made under this article—		(b) in a private street without the consent of the street authority, but such consent shall not be unreasonably withheld.	(5) The undertaker must compensate the owners and occupiers of the land for any	removed as soon as practicable, and the land must be restored to its original condition.  (6) The undertaker must compensate the owners and occupiers of the land for any loss or damage	unreasonably withheld. (5) After completion of the activities being undertaken pursuant to this article, any apparatus
			(a) in land located within the highway boundary without the consent of the highway authority; or		(5) The undertaker must compensate the owners and occupiers of the land for any loss	article, such compensation to be determined, in case of dispute, under Part 1	arising by reason of the exercise of the authority conferred by this article, such compensation to be	must be removed as soon as practicable, and the land must be restored to its original
		(6) The undertaker must compensate the owners and occupiers of the land for any	(b) in a private street without the consent of the street authority, but such consent		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 (determination of	(determination of questions of disputed compensation) of the 1961 Act.	determined, in case of dispute under Part 1 of the 1961 Act (determination of questions of disputed compensation).	(6) The undertaker must compensate the owners and occupiers of the land for any loss or
		article, such compensation to be determined, in case of dispute, under Part 1	shall not be unreasonably withheld.		questions of disputed compensation) of the 1961 Act.			damage arising by reason of the exercise of the powers conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of
		(determination of questions of disputed compensation) of the 1961 Act.						disputed compensation) of the 1961 Act. (7) This article applies in relation to the onshore works only.
Article 14 - Authority to survey and investigate			(6) The undertaker shall 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		(6) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the	(6) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving		
the land onshore			article, such compensation to be determined, in case of dispute, under Part 1		application for consent—	the application for consent—		
			(determination of questions of disputed compensation) of the 1961 Act.		<ul><li>(a) under paragraph (4)(a) in the case of a highway authority; or</li><li>(b) under paragraph (4)(b) in the case of a street authority;</li></ul>	(a) under paragraph (4)(a) in the case of a highway authority; or (b) under paragraph (4)(b) in the case of a street authority,		
Article 16 - Time limit for	Some made Orders provide for longer periods for	Time limit for exercise of authority to acquire land compulsorily	16.— Time limit for exercise of authority to acquire land compulsorily	N/A	that authority shall be deemed to have granted consent.  20.— Time limit for exercise of authority to acquire land compulsorily	that authority is deemed to have granted consent.  17.— Time limit for exercise of authority to acquire land compulsorily	23.— Time limit for exercise of authority to acquire land compulsorily, etc.	24.— Time limit for exercise of authority to acquire land compulsorily, etc.
exercise of authority to	equivalently scaled projects. The applicant is requested to consider whether subsequent	16.—(1) After the end of the period of 5 years beginning on the day on which this Order is made—	(1) After the end of the period of 5 years beginning on the day on which this Order is		(1) After the end of the period of 5 years beginning on the day on which this Order is	(1) After the end of the period of five years beginning on the day on which this Order is made—	(1) After 11th March 2020— (a) no notice to treat may be served under Part 1 of the 1965 Act; and	(1) After 25th August 2022— (a) no notice to treat may be served under Part 1 of the 1965 Act; and
	practice gives rise to considerations that influence the	(a) no notice to treat may be served under Part 1 of the 1965 Act; and	(a) no notice to treat shall be served under Part 1 of the 1965 Act; and		(a) no notice to treat shall be served under Part 1 of the 1965 Act; and	(a) no notice to treat is to be served under Part 1 of the 1965 Act; and	(b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting	(b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting
	approach taken in the model provision used as the source for this article.	(b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 19 (application of the	(b) no declaration shall be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 19 (application of the		(b) no declaration shall be executed under section 4 of the 1981 Act as applied by article 23 (application of the Compulsory Purchase (Vesting Declarations) Act 1981).	(b) no declaration is to be executed under section 4 of the 1981 Act as applied by article 19 (application of the Compulsory Purchase (Vesting Declarations) Act	Declarations) Act 1981 (execution of declaration) as applied by article 26 (application of Compulsory Purchase (Vesting Declarations) Act 1981). (2) The authority	Declarations) Act 1981).
			Compulsory Purchase (Vesting Declarations) Act 1981). (2) The authority conferred by article 23 (temporary use of land for carrying out the		(2) The authority conferred by article 27 (temporary use of land for carrying out the authorised project) shall cease at the end of the period referred to in paragraph (1), save	1981). (2) The authority conferred by article 23 (temporary use of land for carrying out the	conferred by article 29 (temporary use of land for carrying out authorised project) ceases [ after 11th March 2020 ] 1, but nothing in this paragraph prevents the undertaker remaining in possession of	project) ceases at the end of 25th August 2022, but nothing in this paragraph prevents the
		authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in	authorised project) shall cease at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in		that nothing in this paragraph shall prevent the undertaker remaining in possession of	authorised project) ceases at the end of the period referred to in paragraph (1), save that nothing in this paragraph prevents the undertaker remaining in possession of	land after that date, if the land was entered and possession was taken [ on or before that date ]	undertaker remaining in possession of land after that date, if the land was entered, and possession taken, on or before 25th August 2022.
		possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.	possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.		before the end of that period.	land after the end of that period, if the land was entered and possession was taken before the end of that period.		
	The applicant is requested to consider whether subsequent	Application of the Compulsory Purchase (Vesting Declarations) Act 1981 19.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.	19.— Application of the Compulsory Purchase (Vesting Declarations) Act 1981	N/A	23.— Application of the Compulsory Purchase (Vesting Declarations) Act 1981	19.— Application of the Compulsory Purchase (Vesting Declarations) Act	26.— Application of Compulsory Purchase (Vesting Declarations) Act 1981	27.— Application of Compulsory Purchase (Vesting Declarations) Act 1981
(Vesting Declarations)	practice gives rise to considerations that influence the approach taken in the model provision used as the source for	(2) The 1981 Act, as so applied, has effect with the following modifications.	(1) The 1981 Act shall apply as if this Order were a compulsory purchase order. (2) The 1981 Act, as so applied, shall have effect with the following modifications.		The 1981 Act shall apply as if this Order were a compulsory purchase order.     The 1981 Act, as so applied, shall have effect with the following modifications.	(1) The 1981 Act applies as if this Order were a compulsory purchase order.	(1) The Compulsory Purchase (Vesting Declarations) Act 1981 applies as if this Order were a compulsory purchase order.	(1) The Compulsory Purchase (Vesting Declarations) Act 1981 applies as if this Order were a compulsory purchase order.
Act 1981)	this article.	(3) In section 3 (preliminary notices), for subsection (1) there is substituted— "(1) Before making a declaration under section 4 with respect to any land which is	(3) In section 3 (preliminary notices), for subsection (1) there shall be substituted— "(1) Before making a declaration under section 4 with respect to any land which is		(3) In section 3 (preliminary notices), for subsection (1) there shall be substituted— "(1) Before making a declaration under section 4 with respect to any land which is	(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.	(2) The Compulsory Purchase (Vesting Declarations) Act 1981, as so applied, has effect with the following modifications.	(2) The Compulsory Purchase (Vesting Declarations) Act 1981, as so applied, has effect with the following modifications.
		subject to a compulsory purchase order, the acquiring authority must include the particulars specified in subsection (3) in a notice which is—	subject to a compulsory purchase order, the acquiring authority shall include the particulars specified in subsection (3) in a notice which is—		subject to a compulsory purchase order, the acquiring authority shall include the particulars specified in subsection (3) in a notice which is—	(3) In section 3 (preliminary notices), for subsection (1) there is substituted—  "(1) Before making a declaration under section 4 with respect to any land which is	(3) In section 3 (preliminary notices), for subsection (1) there is substituted—"(1) Before making a declaration under section 4 with respect to any land subject to a compulsory purchase order, the	(3) In section 3 (preliminary notices), for subsection (1) there is substituted—"(1) Before making a declaration under section 4 with respect to any land which is subject
		(a) given to every person with a relevant interest in the land with respect to which the			(a) given to every person with a relevant interest in the land with respect to which	subject to a compulsory purchase order, the acquiring authority must include the	acquiring authority must include the particulars specified in subsection (3) in a notice which is-	to a compulsory purchase order, the acquiring authority must include the particulars specified
		declaration is to be made (other than a mortgagee who is not in possession); and (b) published in a local newspaper circulating in the area in which the land is	published in a local newspaper circulating in the area in which the land is situated.".		the declaration is to be made (other than a mortgagee who is not in possession); and (b) published in a local newspaper circulating in the area in which the land is	(a) given to every person with a relevant interest in the land with respect to which	(a) given to every person with a relevant interest in the land with respect to which the declaration is to be made (other than a mortgagee who is not in possession); and	in subsection (3) in a notice which is— (a) given to every person with a relevant interest in the land with respect to which the declaration must be made (other than a mortgagee who is not in
		situated".  (4) In that section, in subsection (2), for "(1)(b)" there is substituted "(1)" and after	(4) In that section, in subsection (2), for "(1)(b)" there shall be substituted "(1)" and after "given" there shall be inserted "and published".		situated.".  (4) In that section, in subsection (2), for "(1)(b)" there shall be substituted "(1)" and after	the declaration is to be made (other than a mortgagee who is not in possession); and	(b) published in a local newspaper circulating in the area in which the land is situated."	possession); and
		"given" there is inserted "and published". (5) In that section, for subsections (5) and (6) there is substituted—	(5) In that section, for subsections (5) and (6) there shall be substituted— "(5) For the purposes of this section, a person has a relevant interest in land if—		"given" there shall be inserted "and published".  (5) In that section, for subsections (5) and (6) there shall be substituted—	(b) published in a local newspaper circulating in the area in which the land is situated."	(4) In that section, in subsection (2), for "(1)(b)" there is substituted "(1)" and after "given" there is inserted "and published". (5) In that	(b) published in a local newspaper circulating in the area in which the land is situated."  (4) In that section, in subsection (2), for "(1)(b)" there is substituted "(1)" and after "given" there
		"(5) For the purposes of this section, a person has a relevant interest in land if—	(a) that person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion; or		"(5) For the purposes of this section, a person has a relevant interest in land if— (a) that person is for the time being entitled to dispose of the fee simple of the land,	(4) In that section, in subsection (2), for "(1)(b)" there is substituted "(1)" and after	section, for subsections (5) and (6) there is substituted— "(5) For the purposes of this section, a person has a relevant interest in land if—	is inserted "and published". (5) In that section, for subsections (5) and (6) there is substituted—
		whether in possession or in reversion; or	(b) that person holds, or is entitled to the rents and profits of, the land under a lease		whether in possession or in reversion; or	"given" there is inserted "and published". (5) In that section, for subsections (5) and (6) there is substituted—	(a) the person is for the time being entitled to dispose of the fee simple of the land, whether in	"(5) For the purposes of this section, a person has a relevant interest in land if—
		(b) that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month.".	or agreement, the unexpired term of which exceeds one month.".  (6) In section 5 (earliest date for execution of declaration)—		(b) that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month.".	"(5) For the purposes of this section, a person has a relevant interest in land if— (a) that person is for the time being entitled to dispose of the fee simple of the land,		(a) the person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion; or
		<ul><li>(6) In section 5 (earliest date for execution of declaration)—</li><li>(a) in subsection (1), after "publication" there is inserted "in a local newspaper</li></ul>	(a) in subsection (1), after "publication" there shall be inserted "in a local newspaper circulating in the area in which the land is situated"; and		(6) In section 5 (earliest date for execution of declaration)—  (a) in subsection (1), after "publication" there shall be inserted "in a local newspaper	whether in possession or in reversion; or (b) that person holds, or is entitled to the rents and profits of, the land under a lease	unexpired term of which exceeds 1 month."  (6) In section 5 (earliest date for execution of declaration)—  (a) in	(b) the person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds 1 month."
		circulating in the area in which the land is situated"; and (b) subsection (2) is omitted.	(b) subsection (2) shall be omitted. (7) In section 7 (constructive notice to treat), in subsection (1)(a), the words *(as		circulating in the area in which the land is situated"; and (b) subsection (2) shall be omitted.	or agreement, the unexpired term of which exceeds one month."  (6) In section 5 (earliest date for execution of declaration)—	subsection (1), after "publication" there is inserted "in a local newspaper circulating in the area in which the land is situated"; and	(6) In section 5 (earliest date for execution of declaration)—  subsection (1), after "publication" there is inserted "in a local newspaper circulating
		(7) In section 7 (constructive notice to treat), in subsection (1)(a), the words *(as	modified by section 4 of the Acquisition of Land Act 1981)" shall be omitted.		(7) In section 7 (constructive notice to treat), in subsection (1)(a), the words "(as modified	(a) in subsection (1), after "publication" there is inserted "in a local newspaper	(b) subsection (2) is omitted.	in the area in which the land is situated"; and
		modified by section 4 of the Acquisition of Land Act 1981)" is omitted. (8) References to the 1965 Act in the 1981 Act is construed as references to that Act				circulating in the area in which the land is situated"; and (b) subsection (2) is omitted.	4 of the Acquisition of Land Act 1981)" are omitted.	(b) subsection (2) is omitted.  (7) In section 7 (constructive notice to treat), in subsection (1)(a), the words "(as modified by
		as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.	land under this Order.		Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.	(7) In section 7 (constructive notice to treat), in subsection (1)(a), the words "(as modified by section 4 of the Acquisition of Land Act 1981)" are omitted.	(8) References to the 1965 Act in the Compulsory Purchase (Vesting Declarations) Act 1981 must be construed as references to that Act as applied by section 125 of the 2008 Act to the compulsory	section 4 of the Acquisition of Land Act 1981)" are omitted. (8) References to the 1965 Act in the Compulsory Purchase (Vesting Declarations) Act 1981
						(8) References to the 1965 Act in the 1981 Act are construed as references to that Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land	acquisition of land under this Order.	must be construed as references to that Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.
						under this Order.		
	The applicant is requested to consider whether subsequent practice gives rise to considerations that influence the	Acquisition of subsoil only	20.— Acquisition of subsoil only	N/A	24.— Acquisition of subsoil only	20.— Acquisition of subsoil or airspace only	28.—Rights under or over streets	28.— Rights under or over streets
,	approach taken in the model provision used as the source for	20.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 15 (compulsory acquisition of	subsoil of the land referred to in paragraph (1) of article 15 (compulsory acquisition		(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 19 (compulsory acquisition of land) as may	subsoil of, or the airspace over, the land referred to in article 15 (compulsory	(1) The undertaker may enter, and appropriate so much of the subsoil of or air-space over, any street within the Order limits as may be required for the purposes of the authorised project and may	(1) The undertaker may enter on, and appropriate so much of the subsoil of or air-space over, any street within the order limits as may be required for the purposes of the authorised project
	this article.	purpose for which that land may be acquired under that provision instead of	of land) or article 17 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of		instead of acquiring the whole of the land.	acquisition of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.	use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.	and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.
	Reference has been made above to the absence of clarity around the effect transfer of benefit and phased delivery	acquiring the whole of the land. (2) Where the undertaker acquires any part of, or rights in, the subsoil of land under	acquiring the whole of the land. (2) Where the undertaker acquires any part of, or rights in, the subsoil of land under		(2) Where the undertaker acquires any part of, or rights in, the subsoil of land under paragraph (1), the undertaker shall not be required to acquire an interest in any other	(2) Where the undertaker acquires any part of, or rights in, the subsoil of land, or the airspace over, under paragraph (1), the undertaker is not required to acquire an	(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	(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
	might have within CA and related provisions where 'the undertaker' is referred to in the singular. The applicant is		paragraph (1), the undertaker shall not be required to acquire an interest in any other part of the land.		part of the land.	interest in any other part of the land.  (3) Paragraph (2) does not prevent article 21 (acquisition of part of certain	the street. (3) Paragraph (2) does not apply in relation to—	easement or right in the street. (3) Paragraph (2) does not apply in relation to—
	requested to apply its consideration of this issue as raised in	(3) Paragraph (2) does not prevent article 21 (acquisition of part of certain properties)			(3) Paragraph (2) shall not prevent article 25 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction	properties) from applying where the undertaker acquires a cellar, vault, arch or	(a) any subway or underground building; or  (b) any cellar, vault, arch or other construction in, on or under a street that forms part of a building	(a) any subway or underground building; or (b) any cellar, vault, arch or other construction in,
	articles.	construction forming part of a house, building or manufactory.	construction forming part of a house, building or manufactory.		forming part of a house, building or manufactory.	other construction forming part of a house, building or manufactory.	fronting onto the street.	on or under a street that forms part of a building fronting onto the street.  (4) Subject to paragraph (5), any person who—
							(4) Subject to paragraph (5), any person who— (a) is an owner or occupier of land appropriated under paragraph (1) without the undertaker	(a) is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land; and
							acquiring any part of that person's interest in the land; and (b) suffers loss as a result,	(b) suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act. (5) Compensation is not payable under paragraph (4) to any person who is an undertaker to
							is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act. (5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom	(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of
							section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.	measures of which the allowable costs are to be borne in accordance with that section.
Article 21 - (Acquisition of		Acquisition of part of certain properties	21.— Acquisition of part of certain properties	N/A	25.— Acquisition of part of certain properties	21.— Acquisition of part of certain properties	27.— Acquisition of part of certain properties	
	approach taken in the model provision used as the source for	21.—(1) This article applies instead of section 8(1) of the 1965 Act (other provisions as divided land) (as applied by section 125 of the 2008 Act) where—	divided land) (as applied by section 125 of the 2008 Act) where—		(1) This article shall apply instead of section 8(1) of the 1965 Act (other provisions as divided land)	divided land) (as applied by section 125 of the 2008 Act) where-	(1) This article applies instead of section 8(1) of the 1965 Act (other provisions as to divided land) (as applied by section 125 of the 2008 Act) where—	
	this article. Reference has been made	<ul> <li>(a) a notice to treat is served on a person ("the owner") under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of</li> </ul>	(a) a notice to treat is served on a person ("the owner") under the 1965 Act (as so		(as applied by section 125 of the 2008 Act) where— (a) a notice to treat is served on a person ("the owner") under the 1965 Act (as so	(a) a notice to treat is served on a person ("the owner") under the 1965 Act (as so	(a) a notice to treat is served on a person (the "owner") under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of land consisting of a	
	henefit and phased delivery might have within CA and related	land consisting of a house with a park or garden ("the land subject to the notice to	land consisting of a house with a park or garden ("the land subject to the notice to treat"); and		applied) in respect of land forming only part of a house, building or manufactory or of	of land consisting of a house with a park or garden ("the land subject to the notice to	house with a park or garden (the "land subject to the notice to treat"); and  (b) a copy of this article is served on the owner with the notice to treat.	
	singular. The applicant is requested to apply its consideration	(b) a copy of this article is served on the owner with the notice to treat.	(b) a copy of this article is served on the owner with the notice to treat.		land consisting of a house with a park or garden ("the land subject to the notice to treat"); and	(b) a copy of this article is served on the owner with the notice to treat.	(2) In such a case, the owner may, within the period of 21 days beginning with the day on which	
	of this issue as raised in response to Article 2(1) to this and to	(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice	(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice			day on which the notice was served, serve on the undertaker a counter-notice	the notice is served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat that states that the owner is willing and able to sell the whole (the "land subject	1
		objecting to the sale of the land subject to the notice to treat which states that the owner is willing and able to sell the whole ("the land subject to the counter-notice").	objecting to the sale of the land subject to the notice to treat which states that the owner is willing and able to sell the whole ("the land subject to the counter-notice").		on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat which states that the owner is willing and	objecting to the sale of the land subject to the notice to treat which states that the	to the counter-notice"). (3) If no such counter-notice is served within that period, the owner is required to sell the land	
		(3) If no such counter-notice is served within that period, the owner is required to sell the land subject to the notice to treat			able to sell the whole ("the land subject to the counter-notice").	(3) If no such counter-notice is served within that period, the owner must sell the land subject to the notice to treat.		
		(4) If such a counter-notice is served within that period, the question whether the	(4) If such a counter-notice is served within that period, the question whether the		sell the land subject to the notice to treat.	(4) If such a counter-notice is served within that period, the question whether the	required to sell only the land subject to the notice to treat must, unless the undertaker agrees to take	
			owner shall be required to sell only the land subject to the notice to treat shall, unless the undertaker agrees to take the land subject to the counter-notice, be referred to		shall be required to sell only the land subject to the notice to treat shall, unless the		the land subject to the counter-notice, be referred to the Tribunal.  (5) If on such a reference the Tribunal determines that the land subject to the notice to treat can be	
		tribunal.  (5) If on such a reference the tribunal determines that the land subject to the notice to	the tribunal. (5) If on such a reference the tribunal determines that the land subject to the notice to		undertaker agrees to take the land subject to the counter-notice, be referred to the tribunal.	(5) If on such a reference the tribunal determines that the land subject to the notice to treat can be taken—	taken—  (a) without material detriment to the remainder of the land subject to the counter-notice;	
		treat can be taken—	treat can be taken— (a) without material detriment to the remainder of the land subject to the counter-		(5) If on such a reference the tribunal determines that the land subject to the notice to treat can be taken—	(a) without material detriment to the remainder of the land subject to the counter- notice:	or (b) where the land subject to the notice to treat consists of a house with a park or garden,	
		(b) where the land subject to the notice to treat consists of a house with a park or	notice;		(a) without material detriment to the remainder of the land subject to the counter notice; or	or	without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house, the owner is required to sell the land	
		garden, without material detriment to the remainder of the land subject to the counter-	(b) where the land subject to the notice to treat consists of a house with a park or		or (b) where the land subject to the notice to treat consists of a house with a park or garden,	garden, without material detriment to the remainder of the land subject to the	senously affecting the amenity and convenience of the house, the owner is required to sell the land subject to the notice to treat.	
		notice and without seriously affecting the amenity and convenience of the house, the owner is required to sell the land subject to the notice to treat.	garden, without material detriment to the remainder of the land subject to the counter- notice and without seriously affecting the amenity and convenience of the house, the		andwithout seriously affecting the amenity and convenience of the house,	counter-notice and without seriously affecting the amenity and convenience of the house, the owner must sell the land subject to the notice to treat.		
			owner shall be required to sell the land subject to the notice to treat.		the owner shall be required to sell the land subject to the notice to treat.			

Article 21 (Acquisition of certain part of properties		the notice to treat can be taken—	(6) If on such a reference the tribunal determines that only part of the land subject to the notice to treat can be taken—	N/A	notice to treat can be taken-	the notice to treat can be taken—	(6) If on such a reference the Tribunal determines that only part of the land subject to the notice to treat can be taken—	N/A
		(a) without material detriment to the remainder of the land subject to the counter- notice; or	<ul> <li>(a) without material detriment to the remainder of the land subject to the counter- notice;</li> </ul>		<ul> <li>(a) without material detriment to the remainder of the land subject to the counter-notice;</li> <li>or</li> </ul>	notice; or	<ul> <li>(a) without material detriment to the remainder of the land subject to the counter-notice;</li> <li>or</li> </ul>	
			or - (b) where the land subject to the notice to treat consists of a house with a park or		(b) where the land subject to the notice to treat consists of a house with a park or garden without material detriment to the remainder of the land subject to the counter-notice and	garden, without material detriment to the remainder of the land subject to the	(b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and	
		notice and without seriously affecting the amenity and convenience of the house, the notice to treat is deemed to be a notice to treat for that part.	garden, without material detriment to the remainder of the land subject to the counter notice and without seriously affecting the amenity and convenience of the house, the	-	without seriously affecting the amenity and convenience of the house, the notice to treat shall be deemed to be a notice to treat for that part.	counter-notice and without seriously affecting the amenity and convenience of the house, the notice to treat is deemed to be a notice to treat for that part.	without seriously affecting the amenity and convenience of the house, the notice to treat is deemed to be a notice to treat for that part.	
		(7) If on such a reference the tribunal determines that—  (a) the land subject to the notice to treat cannot be taken without material detriment to	notice to treat is deemed to be a notice to treat for that part.  (7) If on such a reference the tribunal determines that— (a) the land subject to the		(7) If on such a reference the tribunal determines that—(a) the land subject to the notice to treat cannot be taken without material detriment to the	(7) If on such a reference the tribunal determines that— (a) the land subject to the notice to treat cannot be taken without material detriment.	(7) If on such a reference the Tribunal determines that— (a) the land subject to the notice to treat cannot be taken without material detriment to the	
		the remainder of the land subject to the counter-notice; but (b) the material detriment is confined to a part of the land subject to the counter-	notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but		remainder of the land subject to the counter-notice; but (b) the material detriment is confined to a part of the land subject to the counter-notice,	to the remainder of the land subject to the counter-notice; but (b) the material detriment is confined to a part of the land subject to the counter-	remainder of the land subject to the counter-notice; but (b) the material detriment is confined to a part of the land subject to the counter-notice,	
		notice, the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice.	(b) the material detriment is confined to a part of the land subject to the counter- notice, the notice to treat is deemed to be a notice to treat for the land to which the		the notice to treat shall be deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice.	notice, the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice.	the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is	
		whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.	material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to		whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.	whether or not the additional land is	land that the undertaker is authorised to acquire compulsorily under this Order.  (8) If the undertaker agrees to take the land subject to the counter-notice, or if the Tribunal	
		(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determines that—	acquire compulsorily under this Order.  (8) If the undertaker agrees to take the land subject to the counter-notice, or if the		(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determines		determines that—  (a) none of the land subject to the notice to treat can be taken without material detriment	
		(a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case	tribunal determines		that—	(a) none of the land subject to the notice to treat can be taken without material	to the remainder of the land subject to the counter-notice or, as the case may be, without material definition.	
		may be, without material detriment to the remainder of the land subject to the counte	- (a) none of the land subject to the notice to treat can be taken without material		to the remainder of the land subject to the counter-notice or, as the case may be, without	may be, without material detriment to the remainder of the land subject to the	seriously affecting the amenity and convenience of the house; and	
		(b) the material detriment is not confined to a part of the land subject to the counter-	detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter	r-	seriously affecting the amenity and convenience of the house; and	house; and	(b) the material detriment is not confined to a part of the land subject to the counter-notice, the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether	
		counter-notice whether or not the whole of that land is land which the undertaker is	notice and without seriously affecting the amenity and convenience of the house; and (b) the material detriment is not confined to a part of the land subject to the counter-	1	(b) the material detriment is not confined to a part of the land subject to the counter- notice, the notice to treat shall be deemed to be a notice to treat for the land subject to	notice, the notice to treat is deemed to be a notice to treat for the land subject to the	or not the whole of that land is land that the undertaker is authorised to acquire compulsorily under this Order.	
		authorised to acquire compulsorily under this Order.	notice, the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is		the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.	counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.		
			authorised to acquire compulsorily under this Order.					
Article 21 (Acquisition of certain part of properties		treat is deemed to be a notice to treat for less land or more land than that specified in	(9) Where, by reason of a determination by the tribunal under this article, a notice to treat is deemed to be a notice to treat for less land or more land than that specified in		(9) Where, by reason of a determination by the tribunal under this article, a notice to trea is deemed to be a notice to treat for less land or more land than that specified in the	treat is deemed to be a notice to treat for less land or more land than that specified	(9) Where, by reason of a determination by the Tribunal under this article, a notice to treat is deemed	
		the notice, the undertaker may, within the period of 6 weeks beginning with the day	the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that event,		notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that event, shall pay the	in the notice, the undertaker may, within the period of six weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that	to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw	
		must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the	shall pay the owner compensation for any loss or		owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.	event, must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of	the notice to treat; and, in that event, must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of	
		tribunal. (10) Where the owner is required under this article to sell only part of a house,	determined in case of dispute by the tribunal.  (10) Where the owner is required under this article to sell only part of a house,		(10) Where the owner is required under this article to sell only part of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker	dispute by the tribunal. (10) Where the owner is required under this article to sell only part of a house, building or	dispute by the Tribunal. (10) Where the owner is required under this article to sell only part of a house, building or	
		building or manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner	building or manufactory or of land consisting of a house with a park or garden, the undertaker shall pay the owner compensation for any loss sustained by the owner		must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.	manufactory or of land consisting of a house with a park or garden, the undertaker	manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition	
		due to the severance of that part in addition to the value of the interest acquired.	due to the severance of that part in addition to the value of the interest acquired.			severance of that part in addition to the value of the interest acquired.	to the value of the interest acquired.	
Article 26 - (Recovery of costs of new	The applicant is requested to consider whether subsequent practice gives rise to considerations that influence the	Recovery of costs of new connections 26.—(1) Where any apparatus of a public utility undertaker or of a public	27.— Recovery of costs of new connections (1) Where any apparatus of a public utility undertaker or of a public communications	N/A	Recovery of costs of new connections     (1) Where any apparatus of public utility undertakers or of a public communications	26.— Recovery of costs of new connections (1) Where any apparatus of public utility undertakers or of a public communications	32.— Recovery of costs of new connections (1) Where any apparatus of a public utility undertaker or a public communications provider is	32.— Recovery of costs of new connections (1) Where any apparatus of a public utility undertaker or of a public communications provider
connections)		communications provider is removed under article 25 (statutory undertakers) any	provider is removed under [ article 26 ] 1 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus			r provider is removed under article 25 (statutory undertakers) any person who is the owner or occupier of premises	removed under article 31 (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	is removed under article 31 (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
		that apparatus is entitled to recover from the undertaker compensation in respect of	shall be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for		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	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	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	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
		the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.			connection between the premises and any other apparatus from which a supply is given  (2) Paragraph (1) shall not apply in the case of the removal of a public sewer but where	person, in consequence of the removal, for the purpose of effecting a connection	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	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
		(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 25 (statutory undertakers), any person	(2) Paragraph (1) does not apply in the case of the removal of a public sewer but		such a sewer is removed under article 29 (statutory undertakers) any person who is—  (a) the owner or occupier of premises the drains of which communicated with that sewer	(2) Paragraph (1) does not apply in the case of the removal of a public sewer, but	(a) the owner or occupier of premises. the drains of which communicated with that sewer:	sewer is removed under article 31, any person who is—  (a) the owner or occupier of premises, the drains of which communicated with the sewer:
		when is—  (a) the owner or occupier of premises the drains of which communicated with that	(a) the owner or occupier of premises the drains of which communicated with that sewer:		or  (b) the owner of a private sewer which communicated with that sewer, shall be entitled to	(a) the owner or occupier of premises the drains of which communicated with that	or  (b) the owner of a private sewer that communicated with that sewer,	or  (b) the owner of a private sewer that communicated with the sewer,
		<ul> <li>(a) the owner or occupier or premises the drains of which communicated with that sewer; or</li> <li>(b) the owner of a private sewer which communicated with that sewer, is entitled to</li> </ul>	(h) the owner of a private sower which communicated with that sower shall be		(a) the owner or a private sewer which communicated with that sewer, shall be 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	or	(ii) the owner or a private sewer that 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	(a) the owner or a private sewer that communicated with the sewer, is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred
		recover from the undertaker compensation in respect of expenditure reasonably	(b) the owner or a private sewer which communicated with that sewer, shall be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose		by that person, in consequence or the removal, for the purpose or making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.	<ul> <li>(ii) the owner or 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</li> </ul>	belonging to that person communicate with any other public sewer or with a private sewerage	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
			of making the drain or sewer belonging to that person communicate with any other		private sewerage disposal plant. (3) In this article— "public communications provider"has the same meaning as in section 151(1) of the	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.	disposal plant.  (3) This article does not have effect in relation to apparatus to which Part 3 of the 1991 Act applies.  (4) In this article—	belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.  (3) This article does not have effect in relation to apparatus to which Part 3 of the 1991 Act
		or with a private sewerage disposal plant.  (3) This article does not have effect in relation to apparatus to which Part 3 of the 1991 Act applies.	public sewer or with a private sewerage disposal plant.  (3) This article shall not have effect in relation to apparatus to which Part 3 of the 1991 Act applies.		"public communications provider has the same meaning as in section 151(1) of the Communications Act 2003; and "public utility undertaker has the same meaning as in the 1980 Act.	public sewer or with a private sewerage disposal plant.  (3) In this article—  (a) "public communications provider" has the same meaning as in section 151(1) of	"public communications provider"has the same meaning as in section 151(1) of the	(3) This article does not have effect in relation to apparatus to which Part 3 of the 1991 Act applies.  (4) In this article—
		(4) In this paragraph—	(4) In this paragraph—		public unity undertaker has the same meaning as in the 1900 Acc.	the Communications Act 2003; and	"public utility undertaker"has the same meaning as in the 1980 Act1 .	"public communications provider"has the same meaning as in section 151(1) of the
		Communications Act 2003; and	"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.		Communications Act 2003; "public utility undertaker"has the same meaning as in the 1980 Act1.
		"public utility undertaker" has the same meaning as in the 1980 Act.	"public utility undertaker"has the same meaning as in the 1980 Act.					
Article 28 - (Deemed						35. Deemed marine licences under the Marine and Coastal Access Act 2009		39. Deemed licences under Marine and Coastal Access Act 2009
licences under the Marin	article and in Schedules 10 - 15 as arising from a view that a	Deemed marine licences under the Marine and Coastal Access Act 2009 28. Under Part 4 Chapter 1 of the 2009 Act (marine licensing), the undertaker is	29. Deemed marine licences under the Marine and Coastal Access Act 2009 The undertaker is granted the deemed licences under Part 4 Chapter 1 of the 2009	Marine and Coastal Access Act 2009		The person who is the licence-holder for the purpose of each of Schedules 8 to 11	The following marine licences set out in Schedules 8 to 11 are deemed to have been issued under	The following marine licences set out in Schedules 8 to 11 are deemed to have been issued
and Coastal Access Act 2009)	and so separate DMLs are required for each element of the	works and make the deposits specified in Part 1 of the deemed marine licences,	Act to carry out the works and make the deposits specified in Part 1 of Schedule 10 (deemed licence under the Marine and Coastal Access Act 2009 – generation	licences under Part 4 Chapter 1 of the 2009	marine licence under the Marine and Coastal Access Act 2009) and 10 (deemed transmission assets marine licence under the Marine and Coastal Access Act 2009)	set out in the relevant Schedule,	Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part A of each licence and subject to the conditions specified in Part B of each licence—	under Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part 1 of each licence and subject to the conditions specified in Part 2 of each licence—
	project that may require to be the subject of a transfer of benefit. This has the effect of requiring six DMLs.	subject to the conditions set out in Part 2 of the deemed marine licences— (a) Generation Assets (Licence 1 – Phase 1) (set out in Schedule 10)	assets) and Part 1 of Schedule 11 (deemed licence under the Marine and Coastal Access Act 2009 – transmission assets), both subject to the conditions set out in	deposits and removals specified in Part 1 of	respectively, are deemed to be granted to the undertaker under Part 4 of Chapter 1 of the 2009 Act, subject to the conditions set out in Part 2 of each of those Schedules.	e subject to the licence conditions set out in Part 2 of that Schedule.	(a) Marine Licence 1 (set out in Schedule 8); (b) Marine Licence 2 (set out in Schedule 9);	(a) Marine Licence 1 (set out in Schedule 8); (b) Marine Licence 2 (set out in Schedule 9);
		(b) Generation Assets (Licence 2 – Phase 2) (set out in Schedule 11) (c) Transmission Assets (Licence 1 – Phase 1) (set out in Schedule 12)	Part 2 of those Schedules.	Schedule 2 (deemed licence under the Marine and Coastal Access Act 2009 –			(c) Marine Licence 3 (set out in Schedule 10); (d) Marine Licence 4 (set out in Schedule 11).	(c) Marine Licence 3 (set out in Schedule 10); (d) Marine Licence 4 (set out in Schedule 11).
	taken the view that such separation is not legally necessary.	(d) Transmission Assets (Licence 2 – Phase 2) (set out in Schedule 13) (e) Interconnection (Licence 1 – Phase 1) (set out in Schedule 14)		generation assets) and Part 1 of Schedule 3 (deemed licence under the Marine and	8			
	duplicated provisions. However, given this development,	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity,	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 - transmission				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered legally sound. The applicant and the MMO are	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered legally sound. The applicant and the MMO are asked to consider whether the DML Schedules can be simplified and the level of reletation reduced, whatst still and the level of reletation reduced, whatst still applications are supported to the control of the	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DML is in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered legally sound. The applicant and the MMO are asked to consider whether the DML Schedules can be simplified and the level of reletation reduced, what still providing fully for the anticipated needs of this project. For example:	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DML is in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered legally sound. The applicant and the MMO are asked to consider whether the DML Schedules can be simplified and the level of reletarion reduced, whist still providing fully for the anticipated needs of this project. For example:  - Unless the construction phases are clearly intended to result in separate generation assets with separate	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in considered legally sound. The applicant and the MMO are saked to considere whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  - Unless the collectricity in these are clearly intended to - Unless the collectricity in the consideration ownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papeareity avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the scheric that this is considered to the scheric provision of the scheric that this is considered to consider whether the DML Schedules can be simplified and the level of referration reduced, whilst still providing fully forth anticipated reades of this project. For example:  - Unless the construction phases are clearly intended to result in separate generation assets with separate of the construction phases are clearly intended to result in separate generation assets with separate.  - Out of OFTO DMLs (Schedules 12 and 13) be unified?  - Could ofFTO DMLs (Schedules 12 and 13) be unified?	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to paparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is consolidating these provisions to the extent that this is consolidating these provisions to the extent that this is asked to consolidating these provisions to the extent that the saked to the extend the extent of the extent that the saked to the extent of the extent that the saked to the extent of the other of the extent of the other of the extent of t	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered to the constitution of the extent that this is considered to the extent that the second of the extent that the second of the project. For example:  - Unless the construction phases are clearly intended to result in separate generation assets with separate to result in separate generation assets with separate 10 and 11 be unified?  - Could OFTO DMLS OBMLS (Schodules 12 and 15) be unified?  - Unless the construction phases are clearly intended to result in separate generation assets with separate 10 and 11 be unified?  - Could OFTO DMLS (DMLS) (Schodules 12 and 15) be unified?  - The MMO's views are also sought on this issue.	(f) Interconnection (Licence 2 – Phase 2) (set out in Schedule 15)		Coastal Access Act 2009 – transmission assets), subject to the conditions set out in				
Article 29 - (Application	cuplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered leaglasy around. The applicant and the MMO are assigned to the constitution of the simple control of the provision of the simple conding tally for the anticipated needs of this project. For example:  1. Unless the construction phases are clearly intended to result in separate generation assets with separate ownerships, could the generation assets bMLs (Schedules 10 and 11) be unified?  1. Could OFTO DMLs (Schedules 12 and 13) be unified?  2. Could often DMLs (Schedules 12 and 13) be unified?  3. Could OFTO DMLs (Schedules 12 and 13) be unified?  3. The MMOs views are also sought on this issue.  The applicant is requested to consider whether subsequent.	Application of landlord and tenant law	30.—Application of landlord and tenant law	Coastal Access Act 2009 – transmission assets), subject to the conditions set out in	31.—Application of landlord and tenant law	N/A	33.— Application of landlord and tenant law	33.— Application of landiord and tenant law
Article 29 - (Application Landlord and tenant law)	auplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered leagles yourd. The spiglicant and the MMC are simplified and the wheels of the LL Collections can be till young the spigling of the second of the project. For example:  - Unless the construction phases are clearly intended to result in separate generation assets with separate ownerships, could the generation assets UMLs (Schedules 10 and 11) be unified?  - Could of Trol DMLs (Schedules 12 and 13) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could be the construction of the spike of t	Application of landford and tenant law 29.—(1) This article applies bo—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised	Coastal Access Act 2009 – transmission assets), subject to the conditions set out in	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised	N/A	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or	This article applies to—     (a) an agreement for leasing to a person the whole or any part of the authorised project or
Article 29 - (Application Landlord and tenant law)	cuplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered leaglesy outnif. The applicant and the MMO are asked to consider whether the DML Schedules can be avoiding this for the anticipated needs of this project. For example:  - Unless the construction phases are clearly intended to result in separate generation assets with separate ownerships, could be promised assets DMLs (Schedules 10 and 11) be unified?  - Could off DD DMLs (Schedules 12 and 13) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could interconnection DMLs (Schedules 14 and 15) be unified?  - Could be unified?	Application of landlord and tenant law.  20—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the	Coastal Access Act 2009 – transmission assets), subject to the conditions set out in	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction,	N/A	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction,	(1) This article applies to—  (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and  (b) an agreement entered into by the undertaker with a person for the construction,
Article 29 - (Application Landlord and tenant law)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in which is a simple providing the providing that the providing that providing th	Application of landlord and tonant law.  20.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for this	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the	Coastal Access Act 2009 – transmission assets), subject to the conditions set out in	(1) This article applies to— (a) any apprenent for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any apprenent entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such apprenent relates to the terms on which any land which is the subject of a lease	N/A	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and  (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which land that is the subject of a lease granted	(1) This article applies to— (3) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as the agreement relates to the terms on which land that is the subject of a lease granted
Article 29 - (Application Landlord and tenant law)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to paparently avoidable complexity, there is an argument that there would be benefits in the state of the state o	Application of landlord and tenant law 29—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and 0) any agreement entered into by the undertakeer with any person for the construction, maintenance, use or operation of the authorised project, or any part of 1. So far as any such agreement relates to the terms on which any land which is the person's use or or under the agreement is to be provided for that person's use or or used of the regularing the rights and oxigitations of landlords and	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which the subject of a lease granted by or under that agreement is to be provided for that person's use.	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.	(1) This article applies to— (a) any appresent for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any appresent entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such appresent relates to the terms on which any land which is the subject of a lease granted by or under that appearent is to be provided for that person's use. (2) No enachment or unled false requisiting the rights and obligations of landords and	N/A	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which land that is the subject of a lease granted by or under that agreement is to be provided for that person's use. (2) No exactment or rule of law requisiting the firitist and obligations of landlords and tenants	(1) This article applies to— (3) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as the agreement relates to the terms on which land that is the subject of a lease granted by or under the agreement is to be provided for the person's use. (2) No exactment or rule of law reculating the artists and obligations of landroids and tenants
Article 29 - (Application Landlord and tenant law)	ouplicated provisions. However, given this development, combined with a larger than normal number of DML is in this particular Order leading to paparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is consolidating these provisions to the extent that this is consolidating these provisions to the extent that this is consolidating these provisions to the extent that this is consolidating these provisions to the extent that the season to extend to consolidating these provisions to the extent that the said to consolidation that the said to consolidation that the said to consolidation that the said	Application of landlord and tenant law.  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any preson for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that persons is use.  Persons is use.  The project of	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entented into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which 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 landfords and themants shall prejudice the operation of any agreement to which this article applies.	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  NVA	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use. (2) No enachment or unled law recyclaing the rights and obligations of landords and tenants shall prejudice the operation of any agreement to which this article applies.	N/A.	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and  (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which land that is the subject of a lease granted by or under that agreement is to be provided for that person's use.  [2) No exactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of an agreement to which this article applies.  [3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as the agreement relates to the terms on which land that is the subject of a lease granted by or under the agreement is to be provided for the person's use. (2) No exactment or nule of law regulating the rights and obligations of landrods and tenants prejudices the operation of an agreement to which this article applies. (3) Accordingly, no such enactment or rule of law applies in relation to the rights and
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(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants may projucion 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 or the parties to any lease granted by or under any such agreement to any leave granted by or under any such agreement to any other matter.  (b) confer or impose on any such party any right or obligations arising out of or connected with anything done or continued on or in relation to land which is the subject connected with anything done or continued on or in relation to land which is the subject connected with anything done or continued on or in relation to land which is the subject connected with anything done or continued on or in relation to land which is the subject to the lease. In addition to any such right or obligation provided for by the terms of lease.	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement enterted into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so firs 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 subject of a lease granted by or under that agreement is to be provided for that of the part of the same of the part of	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  N/A	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retrated into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement related into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any just which its the subject of a lease granted by or under that agreement is to be provided for that person's use. (2) No cancadings, or such endertaker in or used or lateral supply in resistion to the rights and collegations of the parties to any lease granted by or under any such agreement so as collegations of the parties to any lease granted by or under any such agreement so as collegations of the parties to any lease granted by or under any such agreement so as 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 obligations arising out of or connected with anything down or or melation to land which is the subject of the lease, with anything down or melation to land which is the subject of the lease.	N/A	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and  (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which land that is the subject of a lease granted by or under that agreement is to be provided for that person's use.  (2) No emainment or rule of law requising the rights and obligations of landlords and tenants prejudices the operation of an agreement to which this article applies of the parties to any lease granted by or under any such parties to the rights and obligations of the parties to any lease granted by or under any such agreement to so 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 that is the subject of the lease, in addition to any such right or designed provided for by the terms of the lease, or	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered rin by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as the agreement relates to the terms on which land that is the subject of a lease granted by or under the agreement is to be provided for the person's use. (2) No exactiment or not led faw regulating the rights and obligations of landlords and tenants prejudices the operation of an agreement to which this article applies. (3) Accordingly, no such enactiment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under such an agreement so as to— the terms of the lease, whether with respect to the terms after the intensic or
Article 29 - (Application Landlord and tenant law)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to paparently avoidable complexity, there is an argument that there would be benefits in the state of the state o	Application of landiord and traner law.  20—1) This article applies to— (a) any agreement for leasing to any person the 20—1). This article applies to— (b) any agreement entered into by the object of the same, and (b) any agreement entered into by the undertaker with any presson for the construction, maintenance, use or operation of the authorised project, or any part of its part as any agreement related 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 pressons is use.  (2) No enactment or use of two repulsion of any agreement is on the thin the article applies.  (3) Accordingly, no such enactment or use of law applies in relation to the region obligations of the parties to any lease granted by or under any such agreement so a 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 any other matter.  (b) confer or impresse on any such party any right or obligation arising out of or location of the parties of the lease, whether all 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 sease.	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use. (2) No enactment or rule of law regulating the rights and obligations of landlords and iterations that prejudice the operation of any agreement to which this article applies. (3) Accordingly, no such enactment or rule of law shall apply in relation to the rights are 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) orchard or in gross on any such party any right or obligation arising out of or connected with anything done or ornithed on or in relation to land which is the subject of the lease.	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  N/A	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retrated into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement related into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any just which its the subject of a lease granted by or under that agreement is to be provided for that person's use. (2) No exactured or rule of law requisiting the rights and obligations of a fundiorist and tensants shall prejudice the operation of any agreement to which it is saticle applies. (3) Accordingly, no such ensurement or rule of law shall person provided for a provided provided and tensants shall prejudice the operation of any agreement to which agreement so an obligations of the parties to any lease granted by or under any such agreement so as a construction of 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 obligations arising out of or connected with anything down or ormitted on or relation to land which is the subject of the lease, inaddition to any such right or obligation provided for by the terms of the lease, or (c) estrict the enforcement (whether by action for damages or otherwise) by any party to	N/A	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of an agreement or so the provided for that persons use.  (2) No enactment or rule of law regulating the rights and obligations of landords and tenants prejudices the operation of an 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 lesser granted by or under any such agreement to as it can be related to the parties to also applies and the parties to any lesser granted by or under any such agreement to se the first the service of the parties to also, whether with respect to the termination of the fearing or any other the terms of the lease, whether with respect to the termination of the fearing or any other (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ormitted on or in relation to land that it 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 diagnages or otherwise) by any party to	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it. (a) an agreement entered in the terms on which land that is the subject of a lease granted so far as the agreement relates to the terms on which land that is the subject of a lease granted (2) No enactment or rule or flaw regulating the rights and obligations of landords and tenants prejudices the operation of an agreement of 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 leaser granted by or under such an agreement on sa 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, and the parties of the partie
Landlord and tenant law	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the solent has the consolidating these provisions to the solent has the consolidating these provisions to the solent that the consolidating these provisions to the solent that the consolidating these provisions to the solent that the consolidation of	Application of landlord and tenant law.  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertakew than years of the construction, maintenance, use or operation of the authorised project, or any part of its observable and appears and the subject of a lease granted by or under that agreement is to be provided for that processor's use.  It is old as any such agreement relating the rights and obligations of landlords and tenants may projudice the operation of any agreement to which this article applies and obligations of the parties to any lease granted by or under any such agreement so a tobus—(a) exclude or in any respect modify any of the rights and obligations of the parties to any lease granted by or under any such agreement so as tobus—(a) exclude or in any such enactment or use of the index of the termination of the tenancy (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornation do not 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 of	(1) This article applies to— (a) any agreement for lesishing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement enterted into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of its, so far as any such agreement relates to the terms on which any land which is the subject of a lesses granted by or under that agreement is to be provided for that preserva's use.  It is off an any such agreement relating the initial had obligations of landrods and tenants shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, so such enachment or rule of law shall apply in relation to the prish and obligations of the parties to any lesses 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 lesse, whether with respect to the termination of the tenancy or any other matter.  (b) confirm or impose on any such party any right or obligation arising out of or connected with anything done or ornited on or in relation to land which is the subject of the lesse. Whether with respect to the confirmation of the lesses, whether with respect to the termination of the tenancy or any other matter.  (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lesses of any obligation of any other party under the lesses).	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  N/A	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retrieved in by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement releated in the year on which any just which its the subject of a lease granted by or under that agreement is to be provided for that person's use.  (2) No exactioner or rule of lain requising the rights and obligations of authorise and obligations of all particles and collegations of a subject of the second 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 terrancy or any other matter.  (b) confer or impose on any such party any right or obligations arising out of or connected with anything done or orified on or in relation to land which is the subject of the lease, irradiction to any such report or obligation provided for by the terms of the lease, or (c) restrict the endrocement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.	N/A	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and  (b) an agreement entered into by the undertaker with a person for the construction,  maintenance, use or operation of the authorised project, or any part of it,  so far as any such agreement relates to the terms on which land that is the subject of a lease granted  by or under that agreement is to be provided for that person's use. (2) No exacthers or rule of law regularing the rights and obligations of landiords and tenants  (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 ormitted on or in relation to land that 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.	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, as of as the agreement relates to the terms on which land that is the subject of a lease granted by or under the agreement relates to the terms on which land that is the subject of a lease granted by or under the agreement relates to the terms on which land that is the subject of a lease granted by or under or the off was registered to the order and the same of the control of the design of the des
Landlord and tenant law,	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considerable to the construction of the extent that the six of the construction of the extent that the six of the construction of the extent that the six of the extent that	Application of landlord and stream law  20—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any preson for the construction, maintenance, use or operation of the authorised project, or any part of its subject of a lease granted by or under that agreement is to be provided for that presons is use.  It is ofter as any such agreement reliabling the rights and obligations of landlords and sharins may prejudice the operation of any agreement to which this article applies 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 these 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 these parties concerned with any other parties to any such party any right or obligation arising out of or connected with anything done or ornation do not 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 any such right or obligation provided for by the terms of the lease, or	(1) This article applies to— (a) any agreement for lesishing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of its, 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.  (c) and the same of the control of the surgistion to right and obligations of landfords and control of the surgistion to the control of the surgistion 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) confroir or impose on any such party any right or obligation arising out of or connected with anything done or ornitled on or in relation to land which is the subject of the lease, in delicity or obligation or investigation of the lease, or (or 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).	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  N/A	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retrieved into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement releated into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement or rule of lare regularing the rights and obligations of all and/ords and (2) the searchers or rule of lare regularing the rights and obligations of all and/ords and collegations of the parties to any lease granted by or under any such agreement as a to— (a) exclude or in any respect modify any of the rights and obligations of those parties to any other matter.  (b) confer or impose on any such party any right or obligations of those parties with anything done or oritified on or in relation to land which is the subject of the lease, inaddition to any such right or obligation provided for by the terms of the lease; or (c) restrict the entirement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.  32. Operational land for the purposes of the 1990 Act	N/A  29. Operational land for purposes of the 1990 Act Development consent granted by this Order is to be treated as specific planning	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and  (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, as for as any such agreement relates to the terms on which land that is the subject of a lease granted by or under that agreement is to be provided for that person's use.  (C) No exacthement or rule of law regularity the rights and obligations of landitords and tenants  (C) 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 long (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 that 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.  37. Operational land for purposes of 1990 Act  Development consent granted by this Order must be treated as specific planning permission for the	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as the agreement relates to the terms on which lead that is the subject of a lease granted by or under the agreement relates to the terms on which lead that is the subject of a lease granted by or under the agreement relates to the terms on which lead that is the subject of a lease granted by or under or under the agreement relates to the relating the rights and colligations of landlords and tenants (C) 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 such an 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 ornitized on or in relation to land that is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease.  37. Operational land for purposes of Town and Country Planning Act 1990  Development consent granted by this Order must be related as specific planning permission
Landlord and tenant law,	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considerable to the construction of the extent that the six of the construction of the extent that the six of the construction of the extent that the six of the extent that	Application of landlord and tenant law  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same: and 0) any agreement entered tho by the undertaker with any person for the same; and 0) and of the property of the same; and 0) and of the same; and 0) and of the same and 1, 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 to be provided for that person's use.  2) No enactment or rule of law regulating the rights and obligations of landlonds and tenants may prejudice the operation of any agreement to which this article applies. Soligations of the parties to any lease granted by or under any such agreement to a to— (a) exclude or in any respect modify any of the rights and obligations of the tenancy any other matter.  (b) coeffect or in any respect modify any of the rights and obligation arising out of the parties under the terms of the lease, whether with respect to the termination of the tenancy of the lease, in addition to any such right or obligation provided for by the terms of the lease, or of the lease of any obligation of any other party under the lease).  Operational land for purposes of the 1990 Act	(1) This article applies to— (a) any agreement for lesishing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of its, 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.  (c) and the same of the control of the surgistion to right and obligations of landfords and control of the surgistion to the control of the surgistion 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) confroir or impose on any such party any right or obligation arising out of or connected with anything done or ornitled on or in relation to land which is the subject of the lease, in delicity or obligation or investigation of the lease, or (or 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).	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  N/A	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retreated into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so far as any carried by or under that agreement is to be provided for that persons the all bases of the project of the	28. Operational land for purposes of the 1990 Act. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purpose of final Act).	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, to the construction of the authorised project, or any part of it.  (a) No maintenance, use or operation of an earthorised project, or any part of it.  (b) No maintenance, use or operation of an agreement or so the provided for that persons use.  (c) No exactment or rule of law regulating the rights and obligations of landords and tenants prejudices the operation of an agreement to which this actice applies.  (3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lesses granted by or under any such agreement to so at persons under the terms of the lease, whether with respect to the termination of the tenancy or any other the terms of the lease, whether with respect to the termination of the tenancy or any other than the project of the parties of the parties 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.	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered rin by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it. (a) an agreement entered rin by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it. (b) construction of the supplies of a lease granted by or under the agreement is to be provided for the previoled so the project of a lease granted (c) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lesses granted by or under the such an 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 termstant of the ternator, or any other (b) confer or impose on any such party any right or obligation arising out of or connected (b) confer or impose on any such party any right or obligation arising out of or connected (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.
Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to paparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the extent that this is considered to the construction of the extent that this is caused to consider whether the DML. Schedules can be simplified and the level of relevant on reduced, whilst still providing fully for the articipated needs of this project. For example:  - Unless the construction phases are clearly intended to result in separate generation assets with separate ownerships, could the generation assets bMLs (Schedules Converships, could the generation assets bMLs (Schedules - Could OFTO DMLs) (Schedules 12 and 13) be unified?  - Could OFTO DMLs (Schedules 12 and 13) be unified?  - Could OFTO DMLs (Schedules 12 and 15) be unified and / or merged with a relevant OFTO DML?  The MMO's views are also sought on this issue.  Reference has been made above to the absence of clarity around the effect transfer of benefit and phased delivery around the effect transfer of benefit and phased delivery another the subsequent factors. The applicant is requested to consider whether subsequent practice gives rise to ornsideration that influence the approach taken in the model provision used as the source for the article.	Application of landlord and tenant law  23—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which a subject of a lease granted by or under that agreement is to be provided for that subject of a lease granted by or under that agreement is to be provided for that preson's use.  (2) No exactment or rule of law regulating the rights and obligations of landlonds an tenants may prejudice the operation of any agreement to which this article applies.  (3) Accordingly, or such exactment or rule of law applies in relation to the rights and collisions of the parties to any lease granted by or under any such agreement to a collision of the parties to any lease granted by or under any such agreement to a collision of the parties to any lease granted by or under any such agreement to a collision of the parties to any lease granted by or under any such agreement to a collision of the parties of the lease, whether with respect to the termination of the tenancy (a) exclude or in any respect modify any of the rights and obligations of those parties (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornited on or in relation to land which is the subject (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornited on or in relation to land which is the subject (c) restinct the enforcement (whether by action for damages or otherwise) by any party to the lease, either which are the subject of the subj	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement reterted into by the undertaker with any person for the constitution, maintenance, use or operation of the authorised project, or any part of the constitution, maintenance, use or operation of the authorised project, or any part of the constitution, maintenance, use or operation of the authorised project, or any part of the subject of a lease agreement by the provided for that operation use.  (2) No eractement or rule of law regulating the rights and obligations of landlords and tenants shall prejudice the operation of any agreement to which this article applies.  (s) Accordingly, as out heractement or rule of law shall apply in relation to the plants and obligations of the parties to any lease granted by or under any such agreement.  (s) confer or impose on 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.  (s) confer or impose on any such party any right or obligation arising out of or connected with anything done or ormitted 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 (c) restrict the endromented (whether yearding for demands or of the relation) by any party to the lease of any obligation of any other party under the lease).  31. Operational land for purposes of the 1990 Act Development consent granted by this Order shall be treated as specific planning permission for the purposes of ethors, 202 ((s)) of the 1990 Act (cases in which land is to be treated as operational tand for the purposes of the 1990 Act (cases in which land is to be treated as operational tand for the purposes of the 14Act).  33.—Certification of plans etc.	Coastal Access Act 2009 – transmission sates), subject the conditions set out in Part 2 of those Schedules respectively.  NUA  NUA	(1) This article applies to— (a) any apperent for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any apperent for leasing to operate the same; and (b) any apperent entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so fir as any construction of the same person for the construction of the same person for the construction of the same person of the	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  39.— Certification of plans etc	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (u) an agreement for the earth of the construction, maintenance, use or operation of the authorised project, or any part of it, it is not to the construction of the authorised project, or any part of it.  (2) No enactment or or operation of a mere 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 an 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 to which this agreement is one to (4) exclude or in any respect modify any of the rights and obligations of those parties under matter.  (4) confort or impose on any such party any right or obligation arising out of or connected with anything done or ornition to or in relation to land that is the subject of the lease; or (c) restrict the enforcement (whether by accin for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.  37. Operational land for purposes of 1990 Act.  Development consent granted by this Order must be treated as specific planning permission for the purposes of section 24(3)) of the 1990 Act (asses in which land is to be treated as operational land for purposes of feation of plans and documents, etc.	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of, maintenance, use or operation of the authorised project, or any part of, and the project of a lease granted by or under the agreement is to be provided for the person's use. (2) No enactment or rule of law regulating the rights and obligations of landiords and tenants prejudices the operation of an 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 isseer granted by or under such an agreement so as to— (a) exclude or in any respect modify any of the rights and obligations of hose parties under mailler. (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ormitled on or in relation to land that 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.  37. Operational land for purposes of Town and Country Planning Act 1990 Development consent granted by this Order must be treated as specific planning permission for the purpose of section 264(3)(a) of the 1990 Act (cases in which land is to be tested as operational land for purposes of Town and Country Planning Act 1990  24.— Certification of plans and documents, etc.
Article 30 - (Operational land for the purposes of the 1990 Act)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  The AMDO's views are also sought on this issue.  The applicant is requested to consider whether subsequent with the second provisions where the uniform that is the provision of the example of th	Application of landlord and tenant law  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same: and 0) any agreement entered tho by the undertaker with any person for the same; and 0) and of the proposed of the right of the same; and 0) and of the same and 18. so fars a any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement to be provided for that person's use.  2) No enactment or rule of law regulating the rights and obligations of landlonds and tenants may prejudice the operation of any agreement to which this article applies. Soligations of the parties to any lease granted by or under any such agreement to a to— (a) exclude or in any respect modify any of the rights and obligations of the beares, whether with respect to the termination of the tenancy any other matter.  (b) coeffice or in any respect modify any of the rights and obligation arising out of the parties under the terms of the lease, whether with respect to the termination of the tenancy any other matter.  (b) coeffice of the lease, whether with respect to the termination of the tenancy and the sum of the lease of	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it. so lost as any active alternative the second project of the part of the solid project of the second project of the sec	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  NIA  NIA  12.—Certification of plans etc. (1) The undertailer shall, as soon as practicable after haising of this Order,	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retired into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so far as any carried by or under that agreement is to be provided for that persons use. (2) No enactment or rule of law regulating the rights and obligations of landfords and tenants shall prejudice the operation of any agreement to which this article applies. (3) Accordingly, no such enactment or rule of law shall apply in relation to the rights and obligations of the parties to any lesses grained by or under any such agreement so as to— (b) object of the laws, whether with support to the termination of the tenancy or any other matter. (b) confer or impose on any such party any right or obligation arising und of or connected with anything done or omitted on or in relation to land which is the subject of the lesses, inaddition to any such right or obligation provided for by the terms of the lesses, or (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lesse of any obligation of any other party under the lesses.  32. Operational land for the purposes of the 1990 Act Development consent granted by this Order shall 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 purpose of section 264(3) of the 1990 Act (cases in which land is to be treated as operational land for the purpose of section 264(3) of the 1990 Act (cases in which land is to be treated as operational land for the purpose of section 64(3) of the 1990 Act (cases in which land is to be treated as operational land for the purpose of section 64(3) of the 1990 Act (cases in which land is to be treated as operational la	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  33—Certification of plans etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of the construction, maintenance, use or operation of an authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of the construction.  (2) No enactment or rule of law regulating the rights and obligations of landlords and tenants projudices the operation of an 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 parises to any lesses granted by or under any such agreement to sa to—  (a) exclude or in any respect modify any of the rights and obligations of hose parties under the terms of the lease, whether with respect to the termination of the letancy or any other to obtain the same of the lease, whether with respect to the termination of the letancy or any other to obtain the same of the lease, whether with respect to the termination of the letancy or any other to obtain the same of the lease, whether with respect to the termination of the letancy or any other displaced or	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it. (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the sauthorised project, or any part of it. (c) a construction of the sauthorised project, or any part of it. (c) Necondright, one project pr
Article 30 - (Operational land for the purposes of the 1990 Act.)  Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in consolidating these provisions to the solent that this order is a considerating these provisions to the solent that this order is a season to considerate the solent provision to the solent that this order is a season to considerate whether the DML Schedules can be simplified and the level of reterration reduced, whilst still providing fully forth anticipated needs of this project. For example:  - Unless the construction phases are clearly intended to result in separate generation assets with separate of the construction phases are clearly intended to result in separate generation assets with separate of the construction phases are clearly intended to result in separate generation assets with separate of the construction phases are clearly intended to result in separate generation assets that separate to 2 and 13 be unified?  - Could of PTO DMLs (Schedules 12 and 13) be unified?  - Could of PTO DMLs (Schedules 12 and 13) be unified?  - Could of PTO DMLs (Schedules 12 and 13) be unified?  - Could of PTO DMLs (Schedules 12 and 13) be unified?  - The applicant is requested to consider whether subsequent and the service of the ser	Application of landlord and tenant law  29—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (o) any agreement entered rito by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of construction, maintenance, use or operation of the authorised project, or any part of the subject of a lease granted by or under that agreement is to be provided for that person's use.  (2) No enactment or rule of law regulating the rights and obligations of landlords and tenants may prejuction 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 to an obligations of the parties to any lease granted by or under any such agreement to any other matter.  (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ormitted on or is relation to laud which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the contract of the lease, in addition to any such right or obligation provided for by the terms of the lease of any obligation of any other party under the lease).  Operational land for purposes of the 1990 Act  30. Development consent granted by this Order is treated as specific planning permission for the purposes of etcoling 26(3)(a) of the 1990 Act (cases in which lan is to be treated as operational land for the purposes of that Act).  22—(1) The undertaker must, as soon as practicable after the making of this Order.  (2) A plan or document of which is a domissible in any proceedings as evidence of the contents of the document of which is a domissible in any proceedings as evidence of	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement reterted into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so fir as any such agreement relates to the terms on which any land which is the cereative states of the same of th	Coastal Access Act 2009 – transmission sasets), subject the conditions set out in Part 2 of those Schedules respectively.  NVA  NVA  12.—Certification of plans etc (1) The undertabler shall, as soon as practicable after the making of the Circler, submit to the Scoretary of State copies of—(a) the works plan (countent reference).	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement for leasing to one present entered into by the understater with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so far as any carried by or understanding the subsequence of the project of the present to the lease subsequence of the project of the present to a project of the present of the present to a project of the present	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  39 — Certification of plans etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of— (a) the land plans; (b) the offshore works plans, interfield works plans and the onshore works plans.	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, to a provide the same provided to the property of the subject of a lease granted by or under that agreement is to be provided for that persons use.  (2) No enactment or rule of law regulating the rights and obligations of landords and tenants prejudices the operation of an agreement to which this actice 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 to sa 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 the terms of the lease, whether with respect to the termination of the tenancy or any other that 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.  37. Operational land for purposes of 1990 Act (2 cases in which land is to be treated as operational land for the purposes of feeting of plans and documents, etc.  (1) The undertaker rupul, as soon as practicable after the making of this Order, submit to the Societary of State copies of— (a) the offshore Order limits and grid co-ordinates plan	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered rink by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it. (a) an agreement entered rink by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it. (b) construction of the supplies of a lease granted or under the agreement is to be provided for the potential or any operation of an agreement of the or provided for the potential or policy of the original or of the parties or any leaser not 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 leaser granted by or under use of an 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 termstant of the termst or any other (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornitied on or in relation to land that 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 dramages or otherwise) by any party to the lease of any obligation of any other party under the lease.  37. Operational land for purposes of Town and Country Planning Act 1990 Development consent granted by this Order must be treated as specific planning permission for the purpose sciencio 28(14)(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  (1) The undertaker must, as soon as gradicable after this Order is made, submit to the Scoretary of Silac dought and proportion planning dated (27th January 2015 (REP-4971)
Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  The AMDO's views are also sought on this issue.  The applicant is requested to consider whether subsequent with the second provisions where the uniform that is the provision of the example of th	Application of landlord and tenant law  20—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it. So fars as any such agreement relates to the terms on which any land which is the person's use of the second of the person's use of the second	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement enterted into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so fir 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 to be provided for that a splane which any land which is the subject of a lease granted by or under that agreement to be provided for that a present of a lease granted by or under that agreement to be provided for that of the part of a lease granted by or under that agreement to see that the present of the part of any agreement to which this article applies.  (c) Accordingly, no such enachment or use of law shall apply in relation to the parts and obligations of interest and treats shall prejudice the operation of any agreement to which this article applies.  (d) accordingly no such enachment or use of law shall apply in relation to the parts and obligations of the parties to any lease granted by or under any such agreement so as to—  (d) exclude or in any respect modify any of the rights and obligations of those parties or the lease. In addition to any such party any right or obligation arising out of or connected with anything done or originated on or in relation to land which is the subject of the lease; or addition to any such right or obligation provided for by the terms of the lease.  31. Operational land for purposes of the 1990 Act.  Development consent granted by this Order shall be treated as specific planning of the purposes of section 264(1)g) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  33.—Certification of plans etc.  (1) The undertaker shall, as soon as practicable after the making of this Order, s	Coastal Access Act 2009 – transmission sases), subject the conditions set out in Part 2 of those Schedules respectively.  N/A  N/A  N/A  12.— Cartification of plans etc.  (1) The undertailer shall, as soon as practicable after the making of this Order, submit to the Secretary of State copies of	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (a) any agreement released into by the undertaking which any person for the construction, (b) any agreement entered into the undertaking which or any part of its of an 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 persons use. (2) No enactment or rule of law regulating the rights and obligations of bandords and tenants shall projecte the operation of any agreement which this strict applies. (3) Accordingly, no such enactment or rule of law shall apply in relation to the rights and obligations of the parties to any lesses gerinded by or under any such agreement or as of the parties to any lesses gerinded by or under any such agreement or any other parties to any lesses gerinded by or under any such agreement or any other matter. (4) exclude or in any respect modify any of the rights and obligations of the teases, 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 ormitted on or in relation to land which is the subject of the lease.  12. Operational land for the purposes of the 1998 Act.  13. Operational land for the purposes of section 26/4(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of section 26/4(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of section 26/4(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  140.—Certification of plans etc.  151. The undertaken must, as soon as practicable after the making of this Order, submit to the State copies of S	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  39.— Certification of plans etc  (1) The undertaker must, as soon as practicuible after the making of this Order, submit to the Secretary of State copies of— submit to the Secretary of State copies of— (b) the offstore works plans, intertidal works plans and the onshore works plans; (c) the book of reference; (c) the book of reference; (d) the Environmental Statement 1, 1, and	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of the construction, maintenance, use or operation of an authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of the construction.  (2) No enactment or rule of law regulating the rights and obligations of landlords and tenants projudices the operation of an 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 parises to any lesses granted by or under any such agreement to sa to—  (a) exclude or in any respect modify any of the rights and obligations of hose parties under the terms of the lease, whether with respect to the termination of the letancy or any other to obtain the same of the lease, whether with respect to the termination of the letancy or any other to obtain the same of the lease, whether with respect to the termination of the letancy or any other to obtain the same of the lease, whether with respect to the termination of the letancy or any other displaced or	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  (c) No ensurement relates to the terms on which land that is the subject of a lease granted so for as the agreement relates to the terms on which land that is the subject of a lease granted (c) No ensurement or rule of law regulating the rights and obligations of landords and tenants prejudices the operation of an agreement of 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 leaser granted by or under such an agreement on so 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 termsiant of the tenancy or any other matter, and the such a such as the subject of the same and the such as the subject of the lease. In addition to any such right or obligation arising out of or connected with anything done or omitted on or in relation to land that its the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease.  37. Operational land for purposes of Town and Country Planning Act 1990 Development consent granted by this Order must be readed as specific planning permission for the purpose scleacious 264(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after this Order is made, submit to the Saccretary of State copies of the following—  20 (2) A plan of documents to scrifficial a dismissible in any proceedings as evidence of the
Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  The AMDO's views are also sought on this issue.  The applicant is requested to consider whether subsequent with the second provisions where the uniform that is the provision of the example of th	Application of landiord and tenant law.  26—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered rist by the undertaker with any press not return to subject or all lease 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 subject of a lease granted by or under that agreement is to be provided for that subject of a lease granted by or under that agreement is to be provided for that presents is use.  (2) No enactment or use of the vergulating the rights and obligations of landiods and obligations of the parties to any lease granted by or under any such article applies.  (3) Accordingly, no such enactment or use 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 termancy any other matter.  (b) conferc or simple on any such party any right or obligation arising out of or low of the lease, in addition to any such right or obligation provided for by the terms of the lease.  (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).  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(2) No eractement or rule of law regulating the rights and obligations of landfords and tenants shall prejudice the operation of any agreement to which this article applies.  (s) Accordingly, so such enachment or rule of law shall apply in relation to help and tenants shall prejudice the operation of any agreement to which this sarticle applies and obligations of the parties to any lease granted by or under any such agreement.  (s) excited the parties of the parties to any lease granted by or under any such agreement.  (b) confer or impose on 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.  (c) confer or impose on any such party nright or obligation arising out of or connected with anything done or ormitted 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 (c) restrict the endromented (whether by action for demange or otherwise) by any party to the lease of any obligation of any other party under the lease).  31. Operational land for purposes of the 1990 Act  Development consent granted by this Order shall be treated as specific planning permission for the purposes of section 250 (Nejlo of the 1990 Act (cases in which land is to be treated as operational tand for the purposes of the Act).  33. —Certification of plans etc.  (1) The undertaker shall, as soon as practicable after the making of this Order,	Coastal Access Act 2009 – transmission sases), subject to the conditions set out in Part 2 of those Schedules respectively.  NIA  NIA  NIA  NIA  12.— Certification of plans etc (1) The undertaker shall, as soon as produciously access to the condition of the con	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement for leasing to any person the whole or any part of the occurrent for the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any such which the subject of a lease can be considered to the part of the subject of the same of the construction of any agreement to which this article applies.  (3) Accordingly, no such enactment or rule of law shall apply in relation to the rights and obligations of the parties to any lesses grained by or under any such agreements on 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 termsation of the termsation of the terms of or considered with anything done or omitted on or in relation to land which is the subject of or connected with anything done or omitted on or in relation to land which is the subject 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.  2. Operational land for the purposes of that Act).  40.— Certification of plans etc. (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of— (a) the book of reference; (b) the Cooper, and access statement; (c) the environmental statement;	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264()(s) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  39.—Certification or plans etc  10. The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of— (a) the land plans; intended works plans; intended works plans and the onshore works plans; (b) the other ofference; (d) the Dock of reference; (d) the Dock of reference;	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) the undertaker with a person for the construction. (b) an agreement entered rito by the undertaker with a person for the construction. (c) an agreement entered rito by the undertaker with a person for the construction. (c) an agreement is to be used to expect the part of the subject of a lease granted by or under that agreement is to be terms on which land that is the subject of a lease granted by or under that agreement is to be provided for that persons use. (2) No exactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of an agreement to which this article applies. (3) Accordingly, no such enattment 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— the terms of the lease, whether with respect to the terms of the transport of the parties of the parti	(1) This article applies to— (a) an agreement for lessing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaken with a person for the construction, (c) an agreement entered into by the undertaken with a person for the construction, (d) an agreement entered into by the undertaken with a person for the construction, (e) as far as the agreement to leave submitted projects or any part of it, so far as the agreement relates to the terms on which land that is the subject of a leave granted by or under the agreement to leave provided for the persons use. (2) No enactment or rule of law regulating the rights and obligations of landiords and tenants projectors be proposed to any server 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 istease partied by or under such an agreement so as b— displactions of the parties to any istease partied by or under such an agreement so as b— the terms of the lease, whether with respect to the termination of the tenancy of any other matter. 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Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  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Development consent granted by this Order is treated as specific planning permission for the purposes of action 26((3)) of the 1900 Act (cases in which is a to be treated as operational land for the purposes of the Act).  22.—(1) The understake must as soon as practicated are the maiking of this Order. (2) A plain or document so certified is admissible in any proceedings as evidence of the counters of the document of which it is a copy. (2) a referred to in this Order. (3) a for order or a provision of this Order (including any specified requirement) when it	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement reterted into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of to, any agreement entered into the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of the subject of a lease greater by or under that agreement is to be provided for that person use.  (2) No enanchment or rule of law replacing the rights and obligations of landiords and tenants shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, no such enachment or rule of law rehal apply in relation to the prisa and obligations of the parties to any lesses granted by or under any such agreement or as to.  (3) Accordingly, no such enachment or rule of law shall apply in relation to the prisa and obligations of the parties to any lesses granted by or under any such agreement or as to.  (3) Accordingly, not such enachment or rule of law whall apply in relation to the prisa 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 ornition of not leave that is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease.  31. 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NIA  NIA  NIA  NIA  NIA  12.—Certification of plans etc (1) The undertaker shall, as soon as practicable after the making of the Order, submit to the Secretary of State copies of—submit to the Secretary of State copies of—State and plan (document reference 5(2)) dated thanh 2013; (b) the land plan (document reference 5(2)) dated which 2013;	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retreated into by the understater with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement reteited into by the understater with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement reteited to the terms on which any such which the the subject of all leases of the construction of the such as a suc	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  39.— Certification of plans etc  (1) The undertaker must, as soon as practicuible after the making of this Order, submit to the Secretary of State copies of— submit to the Secretary of State copies of— (b) the offstore works plans, intertidal works plans and the onshore works plans; (c) the book of reference; (c) the book of reference; (d) the Environmental Statement 1, 1, and	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so that any any call agreement relates to the terms on which land that is the subject of a lease granted for any any call agreement relates to the terms on which land that is the subject of a lease granted (2) No enactment or rule of law regulating the rights and obligations of landords and tenants projections the operation of an agreement to which this article applies. 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Operational land for purposes of 1990 Act (cases in which land is to be treated as operational land for the purposes of school 24(3)) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of Sizes copies of  (2) A pair of voluments to certified a damage as ordenened to in this Order.  (2) A plan of downers to certified is admissible in a	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  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In addition to any such right or obligation arising out of or connected with anything done or omitted on or in relation to land that its the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease.  37. Operational land for purposes of Town and Country Planning Act 1990 Development consent granted by this Order must be readed as specific planning permission for the purpose scleacious 264(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after this Order is made, submit to the Saccretary of State copies of the following—  20 (2) A plan of documents to scrifficial a dismissible in any proceedings as evidence of the
Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  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(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease guarted by or under any such agreement to an obligations of the parties to any lease guarted by or under any such agreement to any other matter.  (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornited on or in relation to laud which is the subject connected with anything done or ornited on or in relation to laud which is the subject connected with anything done or ornited on or in relation to laud which is the subject of connected or impose on any such right or obligation provided for by the terms of the lease, in addition to any such right or obligation provided for by the terms of the lase.  Operational land for purposes of the 1990 Act  30. Development consent granted by this Order is treated as specific planning permission for the purposes of each of 26((a)) of the 1990 Act (case in which lain is to be treated as operational land for the purpose of that Act).  23. —(1) The undertaker must, as soon as practicable after the making of this Order, all with the Contract of the purposes of the fortion of numbers and eletters by which the corresponding provision of this Order is identified in the	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement reterted into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so fir as any application, the relation of the construction, maintenance, use or operation of the authorised project, or any part of it, so fir as any application, and the project of the part of the construction, maintenance, use or operation of the authorised project, or any part of it, so fir as any application of the part of t	Coastal Access Act 2009 – transmission assets), subject the conditions sets on in Part 2 of those Schedules respectively.  NVA  NVA  12.—Certification of plans etc (1) The undertaker shall, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—(a) the vorks plan (coursent reference \$(2)(t)) dated March 2015), so proving violated March 2015, source y(coursent effects and (d) the environmental statement (March 2015), and (d) the environmental statement (March 2013).	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement for leasing to any person the whole or he right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so far as any carried by or under that agreement is to be provided for that persons use.  (2) No enactment or rule of law regulating the rights and obligations of landords and tensants shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, no such enactment or rule of law shall apply in relation to the rights and obligations of the parties to any lesses grained by or under any such agreement so as to—  some construction of the same, whether with respect to the termination of the tensor, 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 ornited on or in relation to land which is the subject of the lesses, inaddition to any such right or obligation provided for by the terms of the lesses (c) (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lesses of any obligation of any other party under the lesses.  32. 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(a) the land plans;  (b) the offshore works plans, intertidal works plans and the onshore works plans; (c) the book of reference;  (c) the book of reference;  (d) the [Environmental Statement ] 1; and (d) the [Environmental Statement ] 1; and (c) the [Environmental Statement ] 1 and (c) the [Environmental Statement ] 1; and (c) the Environmental Statement ] 1; and (c) the Enviro	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so that any any call agreement relates to the terms on which land that is the subject of a lease granted for any any call agreement relates to the terms on which land that is the subject of a lease granted (2) No enactment or rule of law regulating the rights and obligations of landords and tenants projections the operation of an agreement to which this article applies. 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Operational land for purposes of 1990 Act (cases in which land is to be treated as operational land for the purposes of school 24(3)) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of Sizes copies of  (2) A pair of voluments to certified a damage as ordenened to in this Order.  (2) A plan of downers to certified is admissible in a	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  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Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  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(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease guarted by or under any such agreement to an obligations of the parties to any lease guarted by or under any such agreement to any other matter.  (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornited on or in relation to laud which is the subject connected with anything done or ornited on or in relation to laud which is the subject connected with anything done or ornited on or in relation to laud which is the subject of connected or impose on any such right or obligation provided for by the terms of the lease, in addition to any such right or obligation provided for by the terms of the lase.  Operational land for purposes of the 1990 Act  30. Development consent granted by this Order is treated as specific planning permission for the purposes of each of 26((a)) of the 1990 Act (case in which lain is to be treated as operational land for the purpose of that Act).  23. —(1) The undertaker must, as soon as practicable after the making of this Order, all with the Contract of the purposes of the fortion of numbers and eletters by which the corresponding provision of this Order is identified in the	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement reterted into by the undertaker with any person for the construction, maintenance, use or operation for the authorised project, or any part of it, so fir as any such agreement relates to the terms on which any land which is the terms on the control of the same person of the person of the person of any agreement to be provided for that terms of the person of the person of any agreement to which this article applies.  (s) Accordingly, no such enachment or used of laws whall apply in relation to the prish and obligations of the parties to any lesses granted by or under any such agreement on as to—  (ii) exclude my any respect modify any of the rights and obligations of those parties as to be a such as the person of the parties to any lesses granted by or under any such agreement.  (ii) confer or impose on any such party any right or obligation arising out of or any other matter.  (iii) confer or impose on any such party any right or obligation arising out of or lesses, whether on the relation to land which is the subject of the lesse; or any other matter.  (iii) confer or impose on any such party any right or obligation arising out of or lesses, in addition to any such right or obligation provided for by the terms of the lesse; or any other matter or any other matter.  (iii) confer or impose on any such party any right or damages or otherwise) by any party to the lease and any obligation of any other party under the lesses.  31. Operational land for purposes of the 1990 Act (cases in which land is to be treated as operational land for the purposes of	Coastal Access Act 2009 – transmission in sases), subject the conditions series of in Part 2 of those Schedules respectively.  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(a) the land plans;  (b) the offshore works plans, intertidal works plans and the onshore works plans; (c) the book of reference;  (c) the book of reference;  (d) the [Environmental Statement ] 1; and (d) the [Environmental Statement ] 1; and (c) the [Environmental Statement ] 1 and (c) the [Environmental Statement ] 1; and (c) the Environmental Statement ] 1; and (c) the Enviro	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so that any any call agreement relates to the terms on which land that is the subject of a lease granted for any any call agreement relates to the terms on which land that is the subject of a lease granted (2) No enactment or rule of law regulating the rights and obligations of landords and tenants projections the operation of an agreement to which this article applies. 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Operational land for purposes of 1990 Act (cases in which land is to be treated as operational land for the purposes of school 24(3)) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of Sizes copies of  (2) A pair of voluments to certified a damage as ordenened to in this Order.  (2) A plan of downers to certified is admissible in a	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  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Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  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(c) Accordingly, no such enachment or use of law shall apply in relation to the parties to any lease granted by or under any such agreement so as to—  (d) exclude or in any respect modify any of the rights and obligations of those parties as to—  (d) exclude or in any respect modify any of the rights and obligations of those parties or the subject of the lease, the such as the subject of the lease, the subject of the lease that the subject of	Coastal Access Act 2009 – transmission assets), subject to the conditions set on it Part 2 of those Schedules respectively.  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Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  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Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to papearinty avoidable complexity, there is an argument that there would be benefits in the six an argument that there would be benefits in considered legally sound. The applicant and the MMO are asked to consider whether the DML. Schedules can be simplified and the level of reiteration reduced, whilst still providing fully for the articipated needs of this project. For example:  Could interconcellution phases are clearly intended to result in separate generation assets with separate cownerships, could the generation assets DMLs (Schedules 10 and 11) be unified?  Could of PTO DMLs (Schedules 12 and 13) be unified?  Could interconcello DMLs (Schedules 14 and 15) be unified and 7 or merged with a relevant OFTO DML?  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Sol Accordingly, no such enactment or use of law agreement to which this article applies and obligations of the parties to any lease granted by or under any such agreement so a to—  (a) exclude or in any respect modify any of the rights and obligations of step parties to any lease granted by or under any such agreement so at to—  (a) exclude or in any respect modify any of the rights and obligations of those parties concerned with any or the parties of the terms of the lease, when the properties of the terms of the lease, when the properties of the terms of the lease, in addition to any such party any right or obligation arising out of or connected with anything done or ornition do not in relation to land which is the subject of the lease. In addition to any such right or obligation provided for by the terms of the lease, or (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease).  **Operational land for purposes of the 1990 Act (asses in which lan is to be treated as operational land for the purpose of the 1990 Act (asses in which lan is to be treated as operational land for the purpose of the purpose of the contents of the documents referred to in this Order (2) A plan or document to set Pisce law of the purpose of the admissible in any proceedings as evidence of the contents	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retreated into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of subject of a lease granted by or under that agreement is to be provided for that person's use.  (2) No enactment or rule of law regulating the rights and obligations of landlords and tenants shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, no such enactment or rule of law shall apply in relation to the prish and obligations of the parties to any lesses granted by or under any such agreement.  (3) controller, or such reactment or rule of law shall apply in relation to the prish and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter.  (3) controller 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.  31. Operational land for purposes of the 1990 Act Development consent granted by this Order shall be treated as specific planning permission for the purposes of section 254(3)(s) of the 1990 Act (cases in which land is to be treated as operational transfer to purposes of the 1990 Act  (1) The undertaker shall, as soon as practicable after the making of this Order, submit to the Secretary  of State copies of —  (2) A plan or downmant so certified and be purposed of fruit Act).  (3) — Certification of plans etc.  (4) A plan or downmant so certified and be admissible in any proposedings as evidence of the contents of the document of which it is a copy.  (3) Where a plan plan	Coastal Access Act 2009 – transmission assets), subject to the conditions set on it Part 2 of those Schedules respectively.  NIA  NIA  NIA  12.—Certification of plans etc (1) The undertaker shall, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—(a) the vorts plan (socument reference S/2)(i) dated March 2015), reference (2)(i) the uniform committed plane active the control of the order of the order of the control of the order of the	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retreated into by the undertaker with any person for the construction, (b) any agreement retreated into the undertaker with any person for the construction, (b) any 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 persons use.  (2) No enactment or rule of law regulating the rights and obligations of landords and trainers shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, no such enactment or rule of law shall apply in relation to the rights and obligations of the parties to any lesses grained by or under any such agreement so as obligations of the parties to any lesses grained by or under any such agreement so as under the terms of the lease, whether with respect to the termsation of the tenancy or any other matter.  (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 termsation 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, exhaults and the subject of the lease, whether with respect to the termsation of the tenancy or any other matter.  22. Operational land for the purposes of the 1990 Act (cases in which land is to be readed as operational land for the purposes of the 1990 Act (cases in which land is to be readed as operational land for the purposes of that Act).  40.—Certification of plans etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to socially a subject of the lease.  40 (b) the Control of plans etc.  (c) the Control of plans etc.  (d) the Dudline Cruffe?  (ii) the Dudline Cruffe?  (iv) t	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  3.—Certification of plans etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies.  (a) the land plans;  (b) the offshore works plans, intertidal works plans and the onshore works plans; (c) the book of reference;  (c) the book of reference;  (d) the [Environmental Statement ] 1; and (d) the [Environmental Statement ] 1; and (c) the [Environmental Statement ] 1 and (c) the [Environmental Statement ] 1; and (c) the Environmental Statement ] 1; and (c) the Enviro	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, so that any any call agreement relates to the terms on which land that is the subject of a lease granted for any any call agreement relates to the terms on which land that is the subject of a lease granted (2) No enactment or rule of law regulating the rights and obligations of landords and tenants projections the operation of an 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 lesses granted by or under any such agreement so as the call agreement of any expect that the terms of the lease, whether with respect to the termination of the tenancy or any other matter, matter, and the such as the subject of the sease, whether with respect to the termination of the tenancy or any other matter, and the such as the subject of the lease, in addition to any such right or obligation provided for by the terms 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.  37. Operational land for purposes of 1990 Act (cases in which land is to be treated as operational land for the purposes of school 24(3)) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of Sizes copies of  (2) A pair of voluments to certified a damage as ordenened to in this Order.  (2) A plan of downers to certified is admissible in a	(1) This article applies to— (2) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  (c) No ensurement relates to the terms on which land that is the subject of a lease granted so for as the agreement relates to the terms on which land that is the subject of a lease granted (c) No ensurement or rule of law regulating the rights and obligations of landords and tenants prejudices the operation of an agreement of 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 leaser granted by or under such an agreement on so 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 termsiant of the tenancy or any other matter, and the such a such as the subject of the same and the such as the subject of the lease. In addition to any such right or obligation arising out of or connected with anything done or omitted on or in relation to land that its the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease.  37. Operational land for purposes of Town and Country Planning Act 1990 Development consent granted by this Order must be readed as specific planning permission for the purpose scleacious 264(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after this Order is made, submit to the Saccretary of State copies of the following—  20 (2) A plan of documents to scrifficial a dismissible in any proceedings as evidence of the
Article 30 - (Operational land for the purposes of the 1990 Act.)  Article 32 - (Certification of plans etc.)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to paperently avoidable complexity, there is an argument that there would be benefits in the season of the season o	Application of landlord and stream law  20—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any press not return construction, maintenance, use or operation of the authorised project, or any part of its subject of a lease granted by or under that agreement is to be provided for that presents is use.  Is a off as any such agreement relations 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 presents is use.  Sol Accordingly, no such enactment or use of law agreement to which this article applies and obligations of the parties to any lease granted by or under any such agreement so a to—  (a) exclude or in any respect modify any of the rights and obligations of step parties to any lease granted by or under any such agreement so at to—  (a) exclude or in any respect modify any of the rights and obligations of those parties concerned with any or the parties of the terms of the lease, when the properties of the terms of the lease, when the properties of the terms of the lease, in addition to any such party any right or obligation arising out of or connected with anything done or ornition do not in relation to land which is the subject of the lease. In addition to any such right or obligation provided for by the terms of the lease, or (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease).  **Operational land for purposes of the 1990 Act (asses in which lan is to be treated as operational land for the purpose of the 1990 Act (asses in which lan is to be treated as operational land for the purpose of the purpose of the contents of the documents referred to in this Order (2) A plan or document to set Pisce law of the purpose of the admissible in any proceedings as evidence of the contents	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and  (b) any agreement for leasing to the undertaker with any person for the  constitution, maintenance, use or operation of the authorised project, or any part of  the constitution, maintenance, use or operation of the authorised project, or any part of  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 landfords and  tenants shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, no such enactment or rule of law shall apply in relation to the plant  and obligations of the parties to any lease granted by or under any such agreement.  (3) Accordingly, no such enactment or rule of law shall apply in relation to the plant  and obligations of the parties to any lease granted by or under any such agreement.  (3) exclude or 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 arright or obligation arising out of or  connected with anything done or ormitted on or in relation to laud white in the subject  of the lease. In addition to any such right or obligation provided for by the terms of  (c) restrict the enforcement (whether yea calcin for dramages or otherwise) by any  party to the lease of any obligation of any other party under the lease).  31. Operational land for purposes of the 1900 Act  Development consent granted by this Order shall be headed as specific planning  thanks of the parties of the parties of the party of the contract of  c) (c) parties the enforcement (whether yea calcin for dramages or otherwise) by any  party to the lease of any obligation of any other party under the lease).  33.—Certification of plans etc.  (1) The unde	Coastal Access Act 2009 – transmission in part 2 of those Schedules respectively.  NIA  NIA  NIA  NIA  NIA  NIA  12.—Certification of plans etc (1) The undertaker shall, as soon as practicabel after the making of the Control of the	(1) This article applies to— (a) any apperent for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any apperent retreated into by the undertaker with any person for the construction, (b) any appearent retreated into by the undertaker with any person for the construction, (c) any appearent retreated into the undertaker with any person for the construction, so when any person of the construction of the	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  39.— Certification of plans etc  (1) The undertwiser must, as soon as practicuible after the making of this Order, submit to the Secretary of State copies of—  (b) The sundertwiser must, as soon as practicuible after the making of this Order, submit to the Secretary of State copies of—  (c) The book of reference (c) The order of the order order of the order of the order of the order	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered rife by the understave with a person for the construction. (b) an agreement entered rife by the understave with a person for the construction. (c) an agreement entered rife by the understave with a person for the construction. (c) a construction of the part of the construction of the part of the construction of the part of the	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaken with a person for the construction, (c) an agreement entered into by the undertaken with a person for the construction, (d) an agreement entered into by the undertaken with a person for the construction, (e) as far as the agreement to lease the substituted projects or any part of it.  so far as the agreement stoken because the substituted projects or any part of it.  so far as the agreement to leave regulating the rights and obligations of landiords and tenants prejudious the operation of an agreement to which this article applies. (3) Accordingly, no such enactment or rule of law applies in relation to the rights and colligations of the parts to any islesse granted by or under such an agreement so as to— (e) exclude or in any islessed modify any of the rights and obligations of floosing parties under matter.  (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ormitted on or in relation to land that 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 enditional parts of the lease, or (c) restrict the enditional by this or love mout be treated as specific planning permission of any other party under the lease.  37. Operational land for purposes of Town and Country Planning Act 1990  Development connexity grached by this ordine must be treated as specific planning permission operational land for the purposes of that Act).  42.—Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after this Order is made, submit to the Scarcitary of State copies of the lobours for the countries referred to in this Coder.  (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 co
Article 30 - (Operational land for the purposes of the 1990 Article 32 - (Certification	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in which is a simple of the provision of the service of the servic	Application of landord and tenant law  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (3) any agreement entered not by the undertaker with any preson for the value of the properties of	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement reterted into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of the subject of a lease agreement by or under that agreement is to be provided for that person's use.  (2) No eractment or rule of law regulating the rights and obligations of inandrods and tenants shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, no such enclament or rule of law shall apply in relation to the prise and obligations of the parties to any lease granted by or under any such agreement.  (3) controller, or 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.  (3) controller or impose on any such party any right or obligation arising out of or connected with anything done or ornited 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.  31. Operational land for purposes of the 1990 Act.  12. Development connect granted by this Order shall be treated as specific planning permission for the purposes of stocking 254(3)g) of the 1990 Act (cases in which land is to be theated as operational tand for the purposes of that Act).  33.—Certification of plans etc.  (1) The undertaker shall, as soon as practicable after the making of this Order, submit to the Secretary of State copies of —  (2) A plan or downmant so certified and be admissable in any proposedings as evidence of th	Coastal Access Act 2009 – transmission saseds), subject to the conditions set out in Part 2 of those Schedules respectively.  NUA  NUA  12.—Certification of plans etc (1) The undertaker shall, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—(a) the works plan (cloument reference S(2)) dated hand plan (document reference S(2)) dated hand plan (document reference S(2)) dated with a Unit (2). The condition of the c	(1) This article applies to— (a) any apperent for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any appearent for leasing to operate the same; and (b) any appearent entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so fir as any construction of the submission of the construction of the submission of the construction of the submission of the construction of the submission	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264()(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  38—Certification of plans etc.  (1) The undertaken must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—  (a) the land plans;  (b) the Ostoic of reference;  (c) the book of reference;  (c) the book of reference;  (c) the book of reference;  (c) the Countermand Statement [1]; and  (d) the [Environmental Statement ] 1; and  (d) the [Environmental Statement ] 1; and  (2) A plan of colourest so certified a admissible in any proceedings as evidence of the contents of the document of which it is a copy.  41. Arbitration  41. Arbitration  41. Arbitration  41. Arbitration	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered rito by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it, the construction of the authorised project, or any part of it.  (2) No enactment or or operation of an agreement is to be provided for that persons use.  (2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of an 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 to such this agreement so as to—  (a) exclude or in any respect modify any of the rights and obligations of those parties under mailtre.  (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornitied on or in relation to land that is the subject of the lease; or addition to any such right or obligation provided for by the terms of the lease; or addition to any such right or obligation provided for by the terms of the lease; or (c) restrict the enforcement (whether by accin for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.  37. Operational land for purposes of 1990 Act Development consenting ranted by this Order must be treated as specific planning permission for the purpose of section 24-(3)) of the 1990 Act (assess in which land is to be treated as operational land for the purposes of section 24-(3)) and the 1990 Act (assess in which land is to be treated as operational land for the purpose of official or 1990 Act.  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State or pois and the continuates plan	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of all the construction, maintenance, use or operation of the sauthorised project, or any part of all the construction, maintenance, use or operation of the provided for the persons of the construction.  (2) No enactment or rule of law regulating the rights and obligations of landroids and tenants prejudices the operation of an 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 islesser granted by or under the accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any islesser granted by or under such an agreement so as to— (a) exclude or in any respect modify any of the rights and obligations of hose parties under mailler.  (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or ormitted on or in relation to land that its he 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 accident for the purpose of cycle or connected with anything done or ormitled on or in relation to land that its he subject of the lease, or (c) restrict the enforcement (whether by accident for the purpose or ormitles or or in relation to any such party party to the lease of any obligation of any other party under the lease.  37. Operational land for purposes of Town and Country Planning Act 1990  Development consent granted by this Order must be teated as specific planning permission for the purpose section 204(3) and the 1990 Act cases in which land is to be treated a operational land for purposes of the Act).  4
Article 30 - (Operational land for the purposes of the 1990 Act.  Article 32 - (Certification of plans etc.)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in which is a simple of the provision of the service of the servic	Application of landford and tenant law  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any preson for the construction, maintenance, use or operation of the authorised project, or any part of the subject of a lease granted by or under that agreement is to be provided for that subject of a lease granted by or under that agreement is to be provided for that (2). No exactment or near of leave legislation that pairs and which is the subject of a lease granted by or under shall saticle applies. (a) Accordingly, no such enactment or use of law applies in relation to the right and obligations of the parties to any lease granted by or under any such agreement so a to-law or the subject or in any espect modify any of the rights and obligations of the parties to any lease granted by or under any such agreement so a to-law of the lease, whether with respect to the termination of the tenancy (8) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornition do not 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. (a) addition to any such right or obligation provided for by the terms of the lease. (a) of the lease of any obligation of any other party under the lease).  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Operational land for purposes of the 1990 Act (a) of the 1990 Act (a) are the purposes of section 284(3)(a) of the 1990 Act (a) are the purposes of section 284(3)(a) of the 1990 Act (a) are the subject of the contents of the document or effects of the purpose of the contents of the document or effects of the purpose of the cortents of the document or effects and effects by which the correspondi	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of its older as any activation, maintenance, use or operation of the authorised project, or any part of its older as any activation, maintenance, use or operation of the authorised project, or any part of its older as any activation, and activation and the authorised for that operation use.  (2) No enanchment or rule of law evaluating the rights and obligations of landfords and tenants shall prejudice the operation of any agreement to which this article applies. (5) Accordingly, no such enanchment or rule of law evaluating the rights and obligations of the parties to any lesses granted by or under any such agreement or as to—  or as to—  or as to—  or as the project of the parties to any lesses granted by or under any such agreement or as to the service of the parties to any lesses granted by or under any such agreement 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 origination to land which is the subject of the lesses, or any other matter.  (c) creater the enforcement (whether by action for damages or otherwise) by any party to the character of the party of the part	Coastal Access Act 2009 – transmission in sasets), subject to econditions series on in Part 2 of those Schedules respectively.  NIA  NIA  12.—Certification of plans etc (1) The undertaker shall, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—(a) the vortice plant (countent reference 5/2(3)) dated March 2015), (b) the land plant (countent reference 5/2(3)) dated March 2014, and (d) the environmental statement (March 2015), for certification that they are true copies of the documents referred to in this Order. (2) A plan or document (state find the countents of t	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retreated into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so the same construction, maintenance, use or operation of the authorised project, or any part of it, so construction of the same construction of the construction of the same construction of the construction of the same construction of any agreement to which this article applies.  (3) Accordingly, no such exactment or rule of fave shall apply in relation to the rights and colligations of the parties to any lesses grained by or under any such agreement so as to—  (b) construction of the lease, whether with respect to the termination of the same construction of t	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1900 Act (cases in which land is to be treated as operational land for the purposes of that Act).  3.3—Certification of plans etc.  (1) The undertaken must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—(a) the land plans; (b) the offstore works plans; interficial works plans and the onshore works plans; (c) the book of reference; (c) the book of reference; (c) the book of reference; (c) the Dook of reference; (c) A plan or doorments distancent [1] 1; and (e) any other plans or documents referred to in this Order.  (c) A plan or document so certified a darhisable in any proceedings as evidence of the contents of the document of which it is a copy.  41. Arbitration  Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled by a single arbitrator to be agreed between the parties or the land and a settled by a single arbitrator to be agreed between the parties or distingt agreement, to be proprieted or application of either party (after giving notice	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of the, the part of the construction of the authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of the part	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  (c) Ne operation of the supplies of the sease granted by or under the agreement in to be provided for the persons use.  (c) Ne oneadment or rule of law regulating the rights and obligations of landrods and tenants prejudices the operation of an agreement to which this article applies.  (d) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the maintenance of the company of the rights and obligations of the sease of the sease of the lease of the sease
Article 30 - (Operational land for the purposes of the 1990 Act.)  Article 32 - (Certification of plans etc.)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in considerable these provisions where the considerable these provisions where the considerable these provisions are also accounted to the second considerable the provisions are also as a considerable the second c	Application of landord and tenant law  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (3) any agreement entered not by the undertaker with any preson for the value of the properties of	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retreated into by the undertaker with any person for the constitution, maintenance, use or operation of the authorised project, or any part of the constitution, maintenance, use or operation of the authorised project, or any part of constitution, maintenance, use or operation of the authorised project, or any part of constitution, maintenance, use or operation of the authorised project, or any part of constitution, and the person is use.  (2) No enactment or rule of law regulating the rights and obligations of landrods and transits shall prejudice the operation of any agreement to which this article applies.  (3) Accordingly, as out neurotherot or rule of law shall apply in relation to the parties of any test of the parties to any tesses granted by or under any such agreement of all operations of the parties to any tesses granted by or under any such agreement, or any other matter or any other matter.  (b) confer or impose on any such right or obligation provided for by the terms of the lease; or (c) or since the endorsement (whether year door not make any other party under the lease).  31. Operational land for purposes of the 1980 Act.  Development connecting during the year of the purposes or otherwise by any party to the lease of any obligation of any other party under the lease).  32.—Certification of plans etc.  (1) The undertaker shall, as soon as practicable after the making of this Order, order than the purpose of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational and for the purposes of the documents referred to in this Order, order land	Coastal Access Act 2009 – transmission assets), subject to the conditions set out in Part 2 of those Schedules respectively.  NIA  NIA  NIA  12.—Certification of plans etc (1) The undertaker shall, as soon as practicable after the making of this Order, soon to the comment of the content of the Schedules after the making of this Order, soon to the Schedules after the making of this Order, soon to the Schedules after the making of this Order, (a) the works plan ((a) time works plan ((a) ti	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retired into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so the season part of the project of the person to the season part of the project of project of the project of the project of pr	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  39.— Certification of plane set:  (1) The understater must, as soon as practicable after the making of this Order,  (a) the land plans; (b) the obsor works plans, interfacial works plans and the onshore works plans; (c) the book of reference; (c) the book of reference; (d) the Environmental Statement ] 1; and (e) any other plans or 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.  41. Arbitration Any difference under any provision of this Order, unless otherwise provided for, is the referred to a nested by a signed arbitrator to be agreed between the parties or,  Any difference under any provision of this Order, unless otherwise provided for, is the referred to an estedied by a single arbitrator to be agreed between the parties or,  be referred to an estedied by a single arbitrator to be agreed between the parties or,	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) the undetables with a person for the continuous. (b) an agreement entered into by the undetables with a person for the construction. (b) an agreement entered into the submission drops; or any part of it, so far as any such agreement relates to the terms on which land that is the subject of a lease granted by or under that agreement is to be provided for that persons use. (2) No enactment or rule of law regulating the rights and obligations of landords and tennats prejudices the operation of an 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— of the parties to any lease granted by or under any such agreement so as to— 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 ornitied on or relation to land that it 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 each for domagnes or otherwise) by any party to the lease of any obligation of any other party under the lease.  27. Operational land for purposes of 1990 Act Development consent granted by this Order must be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  (1) The undertaker must, as soon as practicable after the making of this Order, submit to the (all the other order irrish and gold co-ordinates plan	(1) This article applies to— (a) an agreement for lessing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertakes with a person for the construction, (b) an agreement entered into by the undertakes with a person for the construction, (c) an agreement entered into by the undertakes with a person for the construction, (c) as of are at the agreement to take submitted projects or any part of it. (c) as of a rat the agreement to the terms on which land that is the subject of a lesse granted by or under the agreement is to be provided for the persons use. (c) No enactment or rule of law regulating the rights and obligations of the subject of a lesse granted by or under the subject of a lesse and obligations of the parties to any lates granted by or under the such an agreement to so the project of the parties of the parties of the subject of the terms of the lesse, 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 ornitied on or in reliation to land that is the subject of the lesse, in addition to any such right or obligation provided for by the terms of the lesses, or (c) reliable the ordinated of the subject of the lesses of any obligation of any other party under the lesse.  37. Operational land for purposes of Town and Country Planning Act 1990  Development connent granted by this Crider must be tested as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).  42.— Certification of plans and documents, etc.  (1) The undertaker must, as soon as practicable after this Order is made, submit to the (a) the book of reference, dated 27th lanuary, 2015 (REP-935), for certification that they a
Article 30 - (Operational land for the purposes of the 1990 Active 32 - (Certification of plans etc.)	duplicated provisions. However, given this development, combined with a larger than normal number of DMLs in this particular Order leading to apparently avoidable complexity, there is an argument that there would be benefits in considerable these provisions where the considerable these provisions where the considerable these provisions are also accounted to the second considerable the provisions are also as a considerable the second c	Application of landford and tenant law  29.—(1) This article applies to—(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same, and (b) any agreement entered into by the undertaker with any preson for the construction, maintenance, use or operation of the authorised project, or any part of the subject of a lease granted by or under that agreement is to be provided for that subject of a lease granted by or under that agreement is to be provided for that (2). No exactment or near of leave legislation that pairs and which is the subject of a lease granted by or under shall saticle applies. (a) Accordingly, no such enactment or use of law applies in relation to the right and obligations of the parties to any lease granted by or under any such agreement so a to-law or the subject or in any espect modify any of the rights and obligations of the parties to any lease granted by or under any such agreement so a to-law of the lease, whether with respect to the termination of the tenancy (8) confer or impose on any such party any right or obligation arising out of or connected with anything done or ornition do not 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. (a) addition to any such right or obligation provided for by the terms of the lease. (a) of the lease of any obligation of any other party under the lease).  Operational land for purposes of the 1990 Act (a) of the 1990 Act (a) are also as a subject of the lease of any obligation of any other party under the lease).  Operational land for purposes of the 1990 Act (a) of the 1990 Act (a) are the purposes of section 284(3)(a) of the 1990 Act (a) are the purposes of section 284(3)(a) of the 1990 Act (a) are the subject of the contents of the document or effects of the purpose of the contents of the document or effects of the purpose of the cortents of the document or effects and effects by which the correspondi	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of its older as any activation, maintenance, use or operation of the authorised project, or any part of its older as any activation, maintenance, use or operation of the authorised project, or any part of its older as any activation, and activation and the authorised for that operation use.  (2) No enanchment or rule of law evaluating the rights and obligations of landfords and tenants shall prejudice the operation of any agreement to which this article applies. (5) Accordingly, no such enanchment or rule of law evaluating the rights and obligations of the parties to any lesses granted by or under any such agreement or as to—  or as to—  or as to—  or as the project of the parties to any lesses granted by or under any such agreement or as to the service of the parties to any lesses granted by or under any such agreement 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 origination to land which is the subject of the lesses, or any other matter.  (c) creater the enforcement (whether by action for damages or otherwise) by any party to the character of the party of the part	Coastal Access Act 2009 – transmission in sases), subject to the conditions set on in Part 2 of those Schedules respectively.  NIA  NIA  NIA  NIA  NIA  NIA  NIA  NI	(1) This article applies to— (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and (b) any agreement retired into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so far as any construction of the authorised project, or any part of it, so the season part of the project of the person to the season part of the project of project of the project of the project of pr	Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1900 Act (cases in which land is to be treated as operational land for the purposes of that Act).  3.3—Certification of plans etc.  (1) The undertaken must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—(a) the land plans; (b) the offstore works plans; interficial works plans and the onshore works plans; (c) the book of reference; (c) the book of reference; (c) the book of reference; (c) the Dook of reference; (c) A plan or doorments distancent [1] 1; and (e) any other plans or documents referred to in this Order.  (c) A plan or document so certified a darhisable in any proceedings as evidence of the contents of the document of which it is a copy.  41. Arbitration  Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled by a single arbitrator to be agreed between the parties or the land and a settled by a single arbitrator to be agreed between the parties or distingt agreement, to be proprieted or application of either party (after giving notice	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same; and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of the, the part of the construction of the authorised project, or any part of the construction, maintenance, use or operation of the authorised project, or any part of the part	(1) This article applies to— (a) an agreement for leasing to a person the whole or any part of the authorised project or the right to operate the same, and (b) an agreement entered into by the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  (b) an agreement entered into the undertaker with a person for the construction, maintenance, use or operation of the authorised project, or any part of it.  (c) No enactment or rule of law regulating the rights and obligations of landiords and tenants prejudices the operation of an agreement to twich this article applies.  (3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the nucleus of the such an agreement so as to—  (a) exclude or in any respect modify any of the rights and obligations of hose parties to any lease granted by or under the terms of the lease, whether with respect to the termination of the tenancy or any other the terms of the lease, whether with respect to the termination of the tenancy or any other this common of the relation of the project of the same 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.  37. Operational land for purposes of Town and Country Planning Act 1990  Development consent granted by this Order must be treated as specific planning permission for the purpose of section 264(3) and the 1990 Act (access in which land is to be treated as operational land for the purposes of that Act).  44. Arbitration  Any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the appointation of the exposition of the parties or, failing agreement, to be appointed on the appointa

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Requirement	PINS Comment	East Anglia THREE	East Anglia ONE Offshore Wind	Burbo Bank Extension Offshore	Hornsea One Offshore Wind Farm	Dogger Bank Creyke Beck	Dogger Bank Teesside A and B Offshore
		Offshore Wind Farm	Farm Order 2014	Wind Farm Order 2014	Order 2014	Offshore Wind Farm Order 2015	Wind Farm Order 2015
		Order					
Structure	The requirements are not set out in their	Requirements were	Requirements were placed in	Requirements were placed in Schedule 1			
	own schedule, instead forming a part of a	placed in Schedule 1	Schedule 1 which also defined the	which also defined the project.			
	broader schedule which also defines the	which also defined the	project.	project.	project.	project.	
	project. There are no obvious technical /	project.					
	drafting concerns that arise from this, but						
	it is different from some other made						
	Orders which do place the requirements in						
	a separate schedule.						