

SCHEDULE 10

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF EDF ENERGY

Application

1. For the protection of EDF Energy the following provisions of this Schedule shall have effect unless otherwise agreed in writing between the undertaker and EDF Energy.

Interpretation

2. In this Part of this Schedule—

“EDF Energy” means EDF Energy Nuclear Generation Limited (company number 03076445);

“HDD punch out” means the location where the drilling bit associated with the HDD exits out of the pilot hole on the seabed;

“utility apparatus” includes water mains, pipes, electricity or telecommunication cables, or other apparatus belonging to or maintained by a statutory undertaker.

Interaction at Sizewell Gap

3.—(1) The undertaker shall consult with EDF Energy in the preparation of the Sizewell Gap construction method statement prior to submission of the Sizewell Gap construction method statement to the relevant planning authority for approval in accordance with requirement 22.

(2) The undertaker shall consult with EDF Energy in the preparation of—

(a) the access management plan, to the extent that it relates to Work Nos. 10, 11 or 15; and

(b) the construction traffic management plan, to the extent that it relates to Work Nos. 10 or 15,

prior to the submission of each plan to the relevant highway authority for approval in accordance with requirements 16 and 28 respectively.

(3) Prior to carrying out any of Work Nos. 10, 11 and or 15, the undertaker shall carry out surveys to establish the location of all utility apparatus within these areas which has the potential to provide services to EDF Energy.

(4) In the event of any damage to any utility apparatus which provides services to EDF Energy within the area of Work Nos. 10, 11 and 15, the undertaker shall immediately inform EDF Energy and shall use best endeavours to secure the repair of any damage within 24 hours.

Quality of Sizewell B cooling water intake

4.—(1) Save for urgent reasons of vessel safety which mean there is insufficient time to comply with this sub-paragraph, in which case the undertaker shall use its reasonable endeavours to contact EDF Energy immediately to inform of non-compliance by a mechanism previously agreed in writing with EDF Energy, all operations carried out by the undertaker must avoid the area labelled “Sizewell B Tidally Restricted Shallow Water Area / Vessel Transit and Loafing Exclusion Zone” and coloured purple on the Activity Exclusion Zones plan (Drawing No. EA2-DEV-DRG-IBR-001259).

(2) Sub-paragraph (1) applies unless EDF Energy otherwise agrees in writing either a modification of the procedure described above or an alternative protective measure and that alternative method

is shown to be of no greater risk to the Sizewell B intake and its function (such agreement not to be unreasonably withheld or delayed).

Coralline Crag

5.—(1) The undertaker shall consult with EDF Energy in the preparation of the landfall construction method statement prior to submission of the landfall construction method statement to the relevant planning authority for approval in accordance with requirement 13.

(2) Prior to carrying out Work No. 6, the undertaker shall carry out geophysical surveys to confirm the visible extent of the Coralline Crag formation and shall provide the results of such surveys to the extent that they demonstrate the visible extent of the Coralline Crag to EDF Energy on completion.

(3) The undertaker must not undertake cable trenching activities or locate the HDD punch out within—

- (a) the Punch Out and Trenching Restriction Area shown on the Activity Exclusion Zones plan (Drawing No. EA2-DEV-DRG-IBR-001259); or
- (b) the visible extent of the Coralline Crag as confirmed by the surveys undertaken under subparagraph (2),

unless otherwise agreed with EDF Energy (such agreement not to be unreasonably withheld or delayed).

Arbitration

6. Any difference or dispute arising between EDF Energy and the undertaker must, unless otherwise agreed in writing between EDF Energy and the undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.