

From: James Russell <James.Russell@espug.com>

Sent: 21 January 2019 12:14

To: 'Tamara.Al-Khayat@pinsentmasons.com' <Tamara.Al-Khayat@pinsentmasons.com>

Cc: Roz Chomacki <roz.chomacki@espug.com>

Subject: RE: Your Reference: EN010093 Our Reference: PE137734. Plant Affected Notice from ES Pipelines [PM-AC.FID3733258]

Dear Tamara,

Thank you for sending through the draft DOC.

ESP has now had the opportunity carry out a review, and attach an edited and commented version.

If you have any questions or need to clarify anything concerning ESP's comments to the DOC, please do call or email me directly.

Note that I will be on annual leave from 24th January, returning to the office on 5th February 2019.

Kind Regards

James Russell

Legal and Contracts Manager

Direct line: 01372 587 559

Mobile: [REDACTED]

From: AL-KHAYAT Tamara [<mailto:Tamara.Al-Khayat@pinsentmasons.com>]

Sent: 09 January 2019 15:11

To: PlantResponses

Cc: [REDACTED]

Subject: RE: Your Reference: EN010093 Our Reference: PE137734. Plant Affected Notice from ES Pipelines [PM-AC.FID3733258]

Dear Sirs

Further to the email below, we understand that E.S Pipelines has infrastructure in the vicinity of the proposed Riverside Energy Park project. In order to ensure that the apparatus is suitably protected should Cory need to exercise any power in the Development Consent Order ("DCO") that would affect such apparatus, Cory has included a set of protective provisions in the DCO (as attached).

These protective provisions apply to electricity, gas, water and sewerage undertakers, therefore including you. We would be grateful if you could review the attached protective provisions and confirm whether they are approved or provide any comments you have. If Cory does agree to amend the protective provisions then the revised form can either be included in the DCO or they can be secured by way of separate agreement between you and Cory (in this circumstance the DCO expressly provides that the agreement takes precedence over provisions in the DCO).

Kind regards

Tamara

Tamara Al-Khayat
Solicitor
for Pinsent Masons LLP

D: [+44 20 7490 6206](tel:+442074906206) M: [REDACTED]

Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: ESP Utilities Group Ltd <donotreply@espug.com>

Sent: 04 January 2019 14:51

To: Riverside Energy Park Information

Subject: Your Reference: EN010093 Our Reference: PE137734. Plant Affected Notice from ES Pipelines

Cory Riverside Energy Park
Peter Brett Associates LLP

4 January 2019

Our Ref: PE137734

Your Ref: EN010093

Proposed Riverside Energy Park, Belvedere, South East London

Dear Sir/Madam,

Further to your enquiry received on 03/01/2019, I can confirm that ESP Utilities Group Ltd may be affected by the proposed works in the area of Proposed Riverside Energy Park, Belvedere, South East London. ESP Utilities Group Ltd has both gas and electricity networks serving the area in question (References **1356, ESN017080, ESN7070, ESPE1474, ESPE0930, ESPE0350, ESPE0652**) at the location provided and security of supply is vitally important.

Project drawing as laid extracts for these sites are enclosed (not to scale) for your information which show the approximate location of the ESP Utilities Group Ltd networks close to the area of interest off Proposed Riverside Energy Park, Belvedere, South East London. **Please note that some of these drawings are proposals, rather than a final as-laid.**

As your plans for the proposed work develop you are required to keep ESP Utilities Group Ltd regularly updated about the extent and nature of your proposed works in order for us to fully establish whether any additional precautionary or diversionary works are necessary to protect our networks.

Arrangements can be set in place so that one of our representatives can meet on site (date to be agreed) and we will be happy to discuss the impact of your proposals on the networks once we have received the details.

A list of precautionary measures is attached for your information. This must be passed on to the appointed contractors carrying out the work and any other associated parties.

ESP are continually constructing new gas and electricity networks and this notification is valid for 90 days from the date of this letter. If your proposed works start after this period of time, please re-submit your enquiry.

If you wish to discuss the matter further please contact myself or the team on 01372 587500, alternatively you can email us at PlantResponses@espug.com.

Yours faithfully,

Plant Protection Team
ESP Utilities Group Ltd



Bluebird House
Mole Business Park
Leatherhead
KT22 7BA

 01372 587500  01372 377996

<http://www.espug.com>

The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful.



Please consider the environment before printing this e-mail

'Cory Riverside Energy' is the trading name for each of the Cory Riverside Energy Group of companies, comprising of **Cory Environmental Holdings Limited** (Registered company number 5360864) and its operating subsidiaries, which consist of:

- **Cory Riverside (Holdings) Limited** (Registered company number 6505376),
- **Riverside Resource Recovery Limited** (Registered company number 3723386),
- **Riverside (Thames) Limited** (Registered company number 6427503),
- **Cory Environmental Limited** (Registered company number 49722),
- **Cory Ship Repair Services Limited** (Registered company number 4087659); and
- **Riverside Energy Park Limited** (Registered company number 11536739).

All of the Cory Riverside Energy Group companies are registered in England with their registered offices at 2 Coldbath Square, London EC1R 5HL (together the "**Cory Riverside Energy Group**"). The VAT number for the Cory Riverside Energy Group is 927 3697 83, save for Cory Ship Repair Services Limited whose VAT number is 754 641 912.

The Cory Riverside Energy Group's ultimate parent company is **Dusty Topco Limited** (Registered company number 11385842).

PLEASE NOTE: This Email and any files transmitted with it are subject to contract and are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you receive a message in error and are not the intended recipient, you should not read, copy or publish this email, advise the sender and delete immediately from your system. No liability, including liability for negligence, is accepted for statements and representations (excluding fraudulent misrepresentations) made in this email or for any viruses it may contain nor is any endorsement given in respect of any opinions or other information contained in it that are personal. If you are not the intended recipient, you should not read, copy or publish this email and should destroy it.

This message has been scanned for viruses by [Websense](#)

The content of this email is the confidential property of Peter Brett Associates and should not be copied, modified, retransmitted, or used for any purpose except with Peter Brett Associates' written authorisation. If you are not the intended recipient, please delete all copies and notify us immediately. This communication may come from a variety of legal entities within or associated with Peter Brett Associates. For a full list of details for these entities please see our websites at www.peterbrett.com and www.stantec.com. Peter Brett Associates LLP is registered in England under registration number OC334398 and has its registered office at Buckingham Court, Kingsmead Business Park, London Road, High Wycombe, BUCKS HP11 1JU Tel: 01494 526240. Its main place of business is Caversham Bridge House, Waterman Place, Reading, RG1 8DN. www.peterbrett.com.

If you consider this email spam, please block using the Mimecast option on your Outlook toolbar. See the Information Security Intranet pages for details. If you have clicked on a suspect link or provided details please report to the IT Service Desk immediately.

IMPORTANT NOTICE: This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the jurisdictions in which it operates. Its registered office is at 30 Crown Place, London EC2A 4ES.

Reference to 'Pinsent Masons' is to the international legal practice of Pinsent Masons LLP and/or one or more of the affiliated entities that practise under the name 'Pinsent Masons' as the context requires. The word 'partner', used in relation to Pinsent Masons, refers to a member of Pinsent Masons or an employee or consultant with equivalent standing. A list of members of Pinsent Masons LLP, those non-members who are designated as partners, and non-member partners in affiliated

entities, is available for inspection at our offices or at www.pinsentmasons.com

The contents of this e-mail and any attachments are confidential to the intended recipient. It may also be legally privileged. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with Pinsent Masons nor service effected on Pinsent Masons by email. Emails are not secure and may contain viruses. Pinsent Masons may monitor traffic data.

For information about how we use your personal data at Pinsent Masons, including your rights, please see our [privacy policy](#).

Further information about us is available at www.pinsentmasons.com

The content of this email is the confidential property of Peter Brett Associates and should not be copied, modified, retransmitted, or used for any purpose except with Peter Brett Associates' written authorisation. If you are not the intended recipient, please delete all copies and notify us immediately. This communication may come from a variety of legal entities within or associated with Peter Brett Associates. For a full list of details for these entities please see our websites at www.peterbrett.com and www.stantec.com. Peter Brett Associates LLP is registered in England under registration number OC334398 and has its registered office at Buckingham Court, Kingsmead Business Park, London Road, High Wycombe, BUCKS HP11 1JU Tel: 01494 526240. Its main place of business is Caversham Bridge House, Waterman Place, Reading, RG1 8DN. www.peterbrett.com.

If you consider this email spam, please block using the Mimecast option on your Outlook toolbar. See the Information Security Intranet pages for details. If you have clicked on a suspect link or provided details please report to the IT Service Desk immediately.

IMPORTANT NOTICE: This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the jurisdictions in which it operates. Its registered office is at 30 Crown Place, London EC2A 4ES.

Reference to 'Pinsent Masons' is to the international legal practice of Pinsent Masons LLP and/or one or more of the affiliated entities that practise under the name 'Pinsent Masons' as the context requires. The word 'partner', used in relation to Pinsent Masons, refers to a member of Pinsent Masons or an employee or consultant with equivalent standing. A list of members of Pinsent Masons LLP, those non-members who are designated as partners, and non-member partners in affiliated entities, is available for inspection at our offices or at www.pinsentmasons.com

The contents of this e-mail and any attachments are confidential to the intended recipient. It may also be legally privileged. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with Pinsent Masons nor service effected on Pinsent Masons by email. Emails are not secure and may contain viruses. Pinsent Masons may monitor traffic data.

For information about how we use your personal data at Pinsent Masons, including your rights, please see our [privacy policy](#).

Further information about us is available at www.pinsentmasons.com

Enclosure 2

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory and, as the case may be, license functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989⁽¹⁾), belonging to or maintained by that utility undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—
 - (i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and
 - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991⁽²⁾; and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986⁽³⁾;
- (c) water undertaker within the meaning of the Water Industry Act 1991; and
- (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

⁽¹⁾ 1989 c.29.

⁽²⁾ 1991 c.56.

⁽³⁾ 1986 c.44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c.45), and was further amended by section 76 of the Utilities Act 2000 (c.27).

4. Regardless of the temporary prohibition or restriction of use of ~~streets any highway~~ under the powers conferred by ~~article [13]~~ (temporary prohibition or restriction of use of ~~streets/highways~~), a utility undertaker is at liberty at all times to take all necessary access across any such ~~street-highway~~ and to execute and do all such works and things in, upon or under any such ~~street-highway~~ as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that ~~street/highway~~.

Commented [A1]: Article 13 of what?

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than ~~by-with the prior written~~ agreement of the utility undertaker.

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, ~~the undertaker must give to the utility undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.~~

Commented [A2]: The utility provider must be provided with sufficient time to make appropriate notifications and alternatives supply solutions in accordance with its license obligations. Generally speaking coordination of works, depending upon complexity and extent, could take up to two months, and in some cases more.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, ~~on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.~~

Commented [A3]: At whose cost and within what time-scales?

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of ~~agreement settled by arbitration in accordance with article [44] (arbitration).~~

Commented [A4]: Is arbitration an appropriate forum? It is suggested that mediation or ADR under CEDR Rules would better expedite a solution

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article [44] (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), ~~proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.~~

Commented [A5]: Article 44 of what?

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

Commented [A6]: At whose cost?

~~(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.~~

Commented [A7]: Within the IGT / IDNO industry, works can only be performed by parties having GRS and NERS accreditation with Lloyds. As such, the undertaker is not in a position to carry out works itself. Additionally, as this is the utility undertaker's property and network, and the utility undertaker has license and statutory obligations to maintain, the decision of who carries out works on the network lies solely at the discretion of the utility undertaker.

7.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and

rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article [44] (arbitration).

Commented [A8]: An agreement to agree is not an ideal position.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commented [A9]: Is arbitration appropriate? I would suggest mediation or ADR under CEDR Rules, if the idea is to expedite a solution

Commented [A10]: See comment 9

8.—(1) Not less than twenty-eight days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

Commented [A11]: See comment 2 above

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of twenty-one days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

Commented [A12]: In practice, when read in conjunction with 9(1), this could leave 7 days from receipt of notice, in order to resolve any issues. Is this the adequate?

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than twenty-eight days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

Commented [A13]: See comment 2, above.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Commented [A14]: What constitutes an "emergency"?

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this part of this Schedule, that value being calculated after removal.

Commented [A15]: If apparatus was removed and replaced it would have no residual value. Equally, there could be circumstances, such as needing to install new apparatus to ensure continued supply during construction. In such circumstances, ESP would expect full reimbursement.

(3) If in accordance with the provisions of this part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

Commented [A16]: Would this be practical for gas and electricity networks?

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of

agreement, is not determined by arbitration in accordance with article [44] (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

Commented [A17]: Article XX of what?

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Commented [A18]: Is there any significance in 7 years 6 months: (i) from a tax / finance perspective; (ii) from a technical perspective?

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is ~~attributable to a direct result of the act, neglect or default of wilful misconduct or negligence~~ of a utility undertaker, its officers, servants, contractors or agents.

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

Commented [A19]: Would the undertaker have the expertise required to defend / resist a claim for works on the utility undertaker's equipment / apparatus?

11. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 7(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking and each utility undertaker must use its reasonable endeavours to co-operate with the undertaker for that purpose

11-12. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.