

FOR THE PROTECTION OF THAMES WATER UTILITIES LIMITED

Application

90. The provisions of this Part of this Schedule, unless otherwise agreed in writing between the undertaker and Thames Water, have effect.

Interpretation

91. In this Part of this Schedule—

“Thames Water” means Thames Water Utilities Limited, company number 02366661, whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB and any successor in statutory function;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Thames Water for the purposes of water supply and sewerage, including sewerage pumping stations, together with—

(a) any drain or works vested in Thames Water under the WIA 1991; and

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of the WIA 1991 or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works) of that Act, and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer or drain (within the meaning in section 219 (general interpretation) of the WIA 1991) or works, and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“alternative apparatus” means alternative apparatus adequate to enable Thames Water to fulfil its statutory functions in no less efficient a manner than previously;

“authorised development” means the development as described in Schedule 1 (authorised development) of this Order;

“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;

“plan” includes sections, drawings, specifications and method statements; and

“the standard protection strips” means the strips of land falling within the following distances to either side of the medial line of any relevant apparatus—

(a) 2.25 metres where the diameter of the apparatus is less than 150 millimetres;

(b) 3 metres where the diameter of the apparatus is between 150 and 450 millimetres;

(c) 4.5 metres where the diameter of the apparatus is between 451 and 750 millimetres; and

(d) 6 metres where the diameter of the apparatus exceeds 750 millimetres; and

“the Order” means the Riverside Energy Park Order 202[*] as defined in article 2 of this Order

“the relevant planning authority” means the authority as defined in article 2 of this Order

“the WIA 1991” means the Water Industry Act 1991

Apparatus

92.—(1) The undertaker must not within the standard protection strips –

(a) interfere with any apparatus or construct any part of the authorised development; or

- (b) execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus; or
- (c) execute any filling around any apparatus (where the apparatus is laid in a trench) within the standard protection strips,

unless otherwise agreed in writing with Thames Water, such agreement not to be unreasonably withheld or delayed and, in any event, shall be deemed to be given if not otherwise stated within 28 days.

(2) The undertaker must bring the requirements in sub-paragraph (1) to the attention of any agent or contractor responsible for carrying out any of the authorised development on behalf of the undertaker.

93. The alteration, extension, removal or relocation of any apparatus must not be implemented until—

(a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Thames Water on alternative outfall locations as a result of such re-location are approved, such approvals from Thames Water not to be unreasonably withheld or delayed and, in any event, shall be deemed to be given if not otherwise stated within 28 days; and

(b) the undertaker has made the appropriate applications required under the WIA 1991 and the undertaker has supplied to Thames Water a plan and section of the works proposed and Thames Water has given the necessary consents and approvals, such consent and approval not to be unreasonably withheld or delayed and, in any event, shall be deemed to be given if not otherwise stated within 28 days, and such works must be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Thames Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

94. In the situation where in exercise of the powers under this Order the undertaker acquires any interest in any land in which apparatus is located and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension can take place until Thames Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

95. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Thames Water to use, keep, inspect, renew and maintain its apparatus within the Order limits, the undertaker must, with the agreement of Thames Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Thames Water, such agreement not to be unreasonably withheld or delayed and, in any event, shall be deemed to be given within 28 days, and to be subject to arbitration under article 42(3) (procedures in relation to certain approvals etc.) in accordance with the arbitration rules in schedule 13 (arbitration rules).

96. If in consequence of the exercise of the powers under this Order the access to any apparatus is materially obstructed the undertaker must provide such reasonable alternative means of access to such apparatus as will enable Thames Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

97. If in consequence of the exercise of the powers under this Order, previously unmapped sewers, lateral drains or other apparatus belonging to or maintained by, or suspected to belong to or maintained by, Thames Water, are identified by the undertaker, notification of the location of such assets will as soon as reasonably practicable be given to Thames Water and afforded the same protection as other Thames Water apparatus.

98. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 93 to 95 and 97 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 Thames Water, or there is any interruption in any service provided by Thames Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Thames Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Thames Water for any other expenses, loss, damages, penalty or costs reasonably incurred by Thames Water, by reason or in consequence of any such damage or interruption.

Consultation

99. Upon submission of any plan, scheme or strategy under Requirements 5 (**Biodiversity and landscape mitigation strategy**), 11 (**Code of construction practice**), 13, (**Construction traffic management plan(s)**), 20 (**Operational lighting strategy**) and 21 (**Control of operational noise**) of the Order to the relevant planning authority, the undertaker shall submit the same at the same time to Thames Water care of Linda Rushton at Clearwater Court, Vastern Road, Reading RG1 8DB and Michael Swain at Bazalgette Way, Abbey Wood, London, SE2 9AQ.