



Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects

The Applicant's Statutory Undertakers Position
Statement (Revision E) (Tracked)

Revision E

Deadline 8

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Table of Contents

1. CURRENT STATUS OF STATUTORY UNDERTAKER NEGOTIATIONS.....	4
Appendix A – Network Rail – Part 3 of Schedule 14.....	38

Table of Tables

Table 1 Status Key Applicable For One Or More Of The Following Points:	4
Table 2 Current Status of Statutory Undertaker Negotiations.....	5

1. CURRENT STATUS OF STATUTORY UNDERTAKER NEGOTIATIONS

Table 1 below includes details of each Statutory Undertaker listed within Part 1 of the **Book of Reference** (document reference 4.1), together with the reason why land or rights are being acquired or temporary possession taken. The final column of the table includes the current status of negotiations with each Statutory Undertaker.

The Applicant has included a status key to more accurately reflect the Applicant's position through the different stages of negotiations.

Table 1 Status Key Applicable For One Or More Of The Following Points:

Status Key	
	<ul style="list-style-type: none"> No representation made but can rely on standard provisions; Representation made and bespoke Protective Provisions agreed; or Representation made but no Protective Provisions required.
	<ul style="list-style-type: none"> Representation made but not including objection¹. Bespoke Protective Provisions and / or other agreements under negotiation; and Agreement likely to be reached during examination.
	<ul style="list-style-type: none"> Representation including holding objection. Bespoke Protective Provisions and / or other agreements under negotiation; and Agreement likely to be reached during examination.
	<ul style="list-style-type: none"> Representation including holding objection. Bespoke Protective Provisions and / or other agreements under negotiation; and Not likely to reach agreement during Examination.
	<ul style="list-style-type: none"> Apparatus no longer within the Order Limits.

¹ The Applicant has made a distinction between a relevant representation as an objection or a relevant representation made without an objection

Table 2 Current Status of Statutory Undertaker Negotiations

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
Water undertakers and drainage authorities					
Water					
Anglian Water Services Limited (Anglian Water)	Water undertaker within the meaning of the Water Industry Act 1991. Sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991	01-020, 01-023, 01-024, 01-025, 01-026, 01-027, 01-028, 01-033, 01-034, 01-035, 01-036, 01-038, 01-042, 02-012, 02-013, 02-014, 02-015, 03-005, 03-006, 03-007, 04-004, 04-006, 04-007, 04-008, 04-009, 04-017, 05-012, 05-013, 05-014, 05-015, 06-002, 06-004, 06-005, 09-001, 09-002, 09-003, 09-004, 09-005, 10-007, 18-007, 18-008, 18-009, 18-014, 18-015, 19-010, 20-001, 22-003, 22-004, 22-005, 25-003, 25-004, 25-005, 25-006, 25-009, 25-011, 25-012, 25-013, 25-014, 25-015, 25-016, 25-017, 26-003, 26-005, 26-006, 26-007, 28-009, 28-010, 28-011, 29-005,	Anglian Water have apparatus within the Order Land. The Applicant will take new rights in plots in which Anglian Water apparatus is located. The Applicant does not intend to relocate any Anglian Water apparatus.	Anglian Water will have the benefit of the bespoke protective provisions set out in Schedule 14 of the draft DCO (Revision HK) [document reference 3.1] which the Applicant believes will provide adequate protection for Anglian Water's apparatus. The Applicant considers that Anglian Water's statutory operations will not be detrimentally impacted by SEP and/or DEP.	Protective provisions in Part 9 of Schedule 14 of the draft development consent order ("DCO") (Revision JK) [document 3.1] represent the final version as agreed between the Applicant and Anglian Water. Please see Final Statement of Common Ground with Anglian Water (Revision B) [document 19.12].

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
		29-006, 29-008, 30-002, 30-003, 30-004, 30-006, 30-010, 30-011, 31-004, 31-006, 32-002, 32-003, 32-004, 32-005, 32-006, 34-002, 34-003, 34-004, 34-006, 35-011, 36-003, 36-004, 36-005, 36-006, 36-007, 36-008, 37-003, 37-004, 37-005, 37-006, 38-002, 38-003, 38-004,		The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].	
Drainage					
Environment Agency (EA)	Flood and drainage authority and statutory undertaker pursuant to section 262 Town and Country Planning Act 1990	N/A	<p>The EA has responsibility for main rivers and the consent of the EA is required in relation to main river crossings. This consent is required under the Environmental Permitting (England and Wales) Regulations 2016, which the Applicant is seeking to disapply under Article 6 of the draft DCO.</p> <p>Main river watercourse crossings are identified in Table 18-15 in Chapter 18 of the Environmental Statement [APP-104].</p>	<p>The EA will have the benefit of the bespoke protective provisions set out in Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for the rivers which the EA are responsible for.</p> <p>The Applicant considers that the Environment Agency</p>	Protective provisions in Part 4 of Schedule 14 of the draft DCO (Revision KJ) [document 3.1] represent the final version of provisions as agreed between the Applicant and the Environment Agency. The Applicant understands that the Environment Agency will confirm this position at Deadline 8 and also confirm that it therefore has no objection to the disapplication of legislation in Article 6(1)(a) and 6(1)(bc) of the draft DCO.

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	
<p>-Norfolk Rivers Internal Drainage Board (the 'Internal Drainage Board')</p>	<p>Drainage authority who are not deemed to be a statutory undertaker but are being treated as one for the purposes of the protective provisions</p>	<p>N/A</p>	<p>The Internal Drainage Board regulates ordinary watercourses within the Norfolk Rivers Internal Drainage District and the consent of the Internal Drainage Board is required in relation to ordinary watercourse crossings, any works within 9 metres of an arterial watercourse and for the direct or indirect increase in flow or volume of water within any drainage infrastructure within the Internal Drainage District. These consents are required under section 23 of the Land Drainage Act 1991, Byelaw 10 and Byelaw 3 of the Internal Drainage Board's Byelaws Byelaws respectively, which the Applicant is</p>	<p>The Internal Drainage Board will have the benefit of the bespoke protective provisions set out in Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for Internal Drainage Board's apparatus.</p> <p>The Applicant considers that the Internal Drainage</p>	<p>The Applicant initiated contact with the Water Management Alliance (which represents the Internal Drainage Board) relating to Protective Provisions in March 2022 and at this point they received draft Protective Provisions from the Water Management Alliance.</p> <p>Updated protective provisions have been included in Part 5 of Schedule 14 of the draft DCO (Revision KJ) [document 3.1]. These are the final agreed protective provisions. There are</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
			<p>seeking to disapply under Article 6 of the draft DCO.</p> <p>Ordinary watercourse crossings are identified in Table 18-15 in Chapter 18 of the Environmental Statement [APP-104].</p>	<p>Board's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>only two minor drafting points left outstanding between the parties and the Applicant is confident these will be resolved by Deadline 8 and that The The Applicant understands the Internal Drainage Board will be in a position to write into the Examination jointly with the Lead Local Flood Authority at Deadline 8 to confirm this position and confirm it has no objection to the disapplication of legislation in Article 6(1)(be) and 6(1)(d) of the draft DCO.</p>
<p>Norfolk County Council in their role as Lead Local Flood Authority (the 'Lead Local Flood Authority')</p>	<p>Flood and drainage authority who are not deemed to be a statutory undertaker but are being treated as one for the purposes of the protective provisions</p>	<p>N/A</p>	<p>The Lead Local Flood Authority has responsibility for ordinary watercourses within its area where those are not within a drainage district and the consent of Norfolk County Council is required in relation to ordinary watercourse crossings. This consent is required under section 23 of the Land Drainage Act 1991, which the Applicant is seeking to disapply under Article 6 of the draft DCO.</p> <p>Ordinary watercourse crossings are identified in Table 18-15 in Chapter 18 of the Environmental Statement [APP-104].</p>	<p>The Applicant considers that the Lead Local Flood Authority's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision KJ)</p>	<p>The Applicant initiated contact with the Lead Local Flood Authority relating to Protective Provisions in January 2023.</p> <p>Updated protective provisions have been included in Part 5 of Schedule 14 of the draft DCO (Revision KJ) [document 3.1]. There are only two minor drafting points left outstanding between the parties and the Applicant is confident these will be resolved by Deadline 8 and that These are the final agreed protective</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				E) [document reference 4.3].	provisions. † The Applicant understands that the Lead Local Flood Authority will be in a position to write into the Examination jointly with the Internal Drainage Board at Deadline 8 to confirm this position and confirm it has no objection to the disapplication of legislation in Article 6(1)(eb) and 6(1)(d) of the draft DCO.
Gas and Electricity					
Centrica PLC (Centrica)	Gas Distributor within the meaning of Part 1 of the Gas Act 1986	10-014, 11-001, 11-002, 13-014, 13-016, 25-005, 25-006, 25-009, 25-016, 25-017, 26-001, 26-006, 26-007, 36-006, 36-007, 36-011, 37-001, 37-003, 37-005, 39-025, 39-028, 39-029, 39-032, 39-033, 39-034, 39-035, 39-036, 39-037, 39-038, 39-039, 39-040, 39-041, 39-042, 39-043, 39-044, 40-001, 40-006, 40-008, 40-009	Centrica have apparatus within the Order Land. The Applicant will take new rights in plots in which Centrica's apparatus is located. The Applicant is not relocated any Centrica apparatus.	Centrica will have the benefit of the standard protective provisions set out in Part 1 of Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for Centrica's apparatus. The Applicant considers that	The Applicant initiated contact with Centrica in relation to Protective Provisions in December 2021. Following no response, the Applicant shared the draft standard Protective Provisions for electricity, gas, water and sewerage undertakers with Centrica PLC on 12 th July 2022. Centrica will be able to rely on standard Protective Provisions

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>Centrica's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>for electricity, gas, water and sewerage undertakers included within Schedule 14 of the draft DCO.</p>
Cadent Gas Limited (Cadent Gas)	Gas Distribution Owner and Operator within the meaning of Part 1 of the Gas Act 1986	05-001, 05-004, 05-005, 13-010, 13-013, 13-016, 34-004, 34-006, 36-005, 36-006, 36-007, 36-011, 37-002, 37-005, 39-036, 39-040, 39-043, 40-001, 40-002, 40-005	<p>Cadent Gas have apparatus within the Order Land. The Applicant will take new rights in plots in which Cadent Gas apparatus is located.</p> <p>The Applicant does not intend to relocate any Cadent Gas apparatus.</p>	<p>Cadent Gas will have the benefit of the bespoke protective provisions set out in Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for Cadent Gas's apparatus.</p> <p>The Applicant considers that Cadent Gas's statutory operations</p>	<p>The following update has been agreed through discussions between the Applicant and Cadent Gas: Protective provisions in Part 8 of Schedule 14 of the draft DCO (Revision J) [document 3.1] represent the final version as agreed between the Applicant and Cadent Gas. The Applicant and Cadent Gas are in the process of formalising this position between the parties and provided that is achieved, understands that</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>Cadent Gas will write into the Examination at Deadline 8 to confirm this position and withdraw its representation to the Application.</p>
<p>National Gas Transmission (formerly National Grid Gas) (National Gas Transmission)</p>	<p>Gas transporter within the meaning of Part 1 of the Gas Act 1986</p>	<p>10-014, 11-001, 11-002, 11-006, 13-009, 13-010, 13-011, 13-013, 13-014, 13-016, 25-005, 25-006, 25-009, 25-016, 25-017, 26-001, 26-006, 26-007, 39-033, 39-034, 39-036, 40-001</p>	<p>National Gas Transmission have apparatus within the Order Land.</p> <p>The Applicant will take new rights in plots in which National Gas Transmission apparatus is located.</p> <p>The Applicant does not intend to relocate any National Gas Transmission apparatus.</p>	<p>National Gas Transmission will have the benefit of the bespoke protective provisions set out in Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for National Gas Transmission's apparatus.</p>	<p>–The following update has been agreed through discussions between the Applicant and National Gas Transmission: Protective provisions in Part 6 of Schedule 14 of the draft DCO (Revision J) [document 3.1] represent the final version as agreed between the Applicant and National Gas Transmission. The Applicant and National Gas Transmission are in the process of formalising this position between the parties and provided that is achieved,</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>The Applicant considers that National Gas Transmission's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>National Gas Transmission will write to the Examining Authority and/or the Secretary of State (as the case may be) to confirm the withdrawal of National Gas Transmission's existing objection to the Application.</p>
National Grid Electricity Transmission PLC (National Grid Electricity Transmission)	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	31-012, 39-001, 39-005, 39-006, 39-008, 39-015, 39-019, 39-020, 39-022, 39-025, 39-026, 39-027, 39-028, 39-029, 39-030, 39-031, 39-032, 39-033, 39-034, 39-035, 39-036, 39-037, 39-038, 39-039, 39-040, 39-041, 39-042, 39-043, 39-044, 40-001, 40-002, 40-003, 40-004, 40-005, 40-006, 40-007	<p>National Grid Electricity Transmission has apparatus within the Order Land.</p> <p>The Applicant is taking rights in land owned by National Grid Electricity Transmission.</p> <p>The Applicant will take new rights in plots in which National Grid Electricity Transmission apparatus is located.</p>	<p>The Applicant believes the inclusion of Protective Provisions in the draft DCO will ensure suitable protection for National Grid Electricity Transmission's apparatus</p> <p>The Applicant considers National</p>	<p>-The following update has been agreed through discussions between the Applicant and National Grid Electricity Transmission: Protective provisions in Part 7 of Schedule 14 of the draft DCO (Revision J) [document 3.1] represent the final version as agreed between the Applicant and National Grid Electricity Transmission. The Applicant and National Grid Electricity Transmission are in</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
			<p>The Applicant is not relocated any National Grid Electricity Transmission apparatus.</p>	<p>Grid Electricity Transmission's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The compulsory acquisition of rights in land containing Network Rail apparatus is necessary for the development of SEP and DEP and is further justified in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>the process of formalising commercial terms to regulate the physical and temporal interface between the SEP and DEP and future proposed development at Norwich Main Substation. Provided that is achieved, National Grid Electricity Transmission will write to the Examining Authority and/or the Secretary of State (as the case may be) to confirm the withdrawal of National Grid Electricity Transmission's existing objection to the Application.</p>
<p>Eastern Power Networks / UK Power Networks (Operations) Limited</p>	<p>Electricity distribution owner and operator.</p> <p>Electricity Undertaker within the meaning of</p>	<p>01-019, 01-020, 01-031, 01-032, 01-033, 01-035, 01-036, 01-037, 01-038, 01-039, 01-040, 01-041, 02-013, 02-014, 02-015, 03-001, 03-002, 03-005, 03-006, 03-007, 05-009, 05-012, 05-013, 05-015, 05-016, 06-001, 06-004,</p>	<p>The Applicant is taking rights in land owned by Eastern Power Networks / UK Power Networks</p> <p>Eastern Power Networks / UK Power Networks has apparatus within the Order Land</p>	<p>The Applicant believes the inclusion of Protective Provisions in the draft DCO will ensure suitable protection for Eastern Power Networks' / UK Power Networks'</p>	<p>The Applicant initiated contact with Eastern Power Networks / UK Power Networks regarding Protective Provisions in February 2022.</p> <p>An undertaking for the Eastern Power Networks' / UK Power Networks' costs in relation to</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
	Part 1 of the Electricity Act 1989	06-005, 07-006, 07-007, 07-008, 07-010, 07-011, 07-014, 07-020, 07-021, 08-001, 08-002, 09-003, 10-014, 11-002, 11-007, 11-008, 12-001, 12-002, 12-004, 12-005, 12-006, 13-006, 13-010, 14-001, 14-002, 14-004, 14-006, 14-007, 15-004, 16-001, 16-003, 16-007, 16-008, 16-009, 16-010, 16-013, 16-014, 16-015, 16-017, 16-020, 17-001, 17-006, 17-007, 17-009, 18-009, 19-001, 21-006, 21-007, 21-010, 21-013, 22-001, 22-002, 22-009, 22-010, 23-031, 24-007, 25-001, 25-005, 25-012, 25-014, 25-015, 25-016, 25-017, 26-007, 27-004, 28-001, 28-002, 28-003, 28-004, 28-006, 28-007 , 28-008, 28-009, 28-017, 28-023 , 28-024 , 29-006, 30-002, 32-001, 33-005, 33-008, 34-004, 34-006, 34-009, 34-010, 35-002, 35-011, 36-005, 36-006, 36-007, 36-009, 37-006, 38-004,	<p>The Applicant will take new rights in plots where h Eastern Power Networks' / UK Power Networks' apparatus is located.</p> <p>The Applicant does not intend to relocate any Eastern Power Networks / UK Power Networks apparatus.</p>	<p>apparatus will be protected and access retained during construction.</p> <p>The Applicant considers Eastern Power Networks' / UK Power Networks' statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The compulsory acquisition of rights in land containing Eastern Power Networks / UK Power Networks apparatus is necessary for the development of SEP and DEP and is further justified in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>agreeing the Protective Provisions was provided on 24th June 2022.</p> <p>Eastern Power Networks have confirmed they are the entity which require the benefit of protective provisions within the DCO. Following agreement with Eastern Power Networks Part 13 of Schedule 14 of the draft DCO (Revision J) [document 3.1] has been updated to reflect minor tweaks as agreed with Eastern Power Networks. The Applicant understands Eastern Power Networks will confirm to the Examining Authority by Deadline 87 that they are satisfied with the set of Protective Provisions which are included in the draft DCO.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
		38-006, 38-007, 38-008, 38-009, 38-010, 38-011, 38-012, 38-014, 39-015, 39-016, 39-017, 39-018, 39-019, 39-020, 39-021, 39-022, 39-023, 39-025, 39-027, 39-028, 39-029, 39-032, 39-033, 39-034, 39-035, 39-036, 39-037, 39-038, 39-039, 39-040, 39-041, 39-042, 39-043, 39-044, 40-001, 40-007, 40-008			
Transport Undertakers					
National Highways	Operator and maintainer of the strategic road network pursuant to Section 8(1) Acquisition of Land Act 1981	27-005, 27-006, 28-002, 28-004, 28-005, 28-006, 28-007, 28-008, 28-009, 28-010, 28-023, 28-024, 28-027 , 35-002	<p>The Applicant is taking new rights in land owned by National Highways.</p> <p>National Highways are responsible for the strategic road network within the Order Land.</p> <p>The Applicant will take new rights in plots where the strategic road network National Highways apparatus is located.</p> <p>The Applicant will be crossing National Highways apparatus the strategic road network using trenchless techniques.</p>	<p>The Applicant is crossing the strategic road network using trenchless crossing.</p> <p>The Applicant considers National Highway's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of</p>	<p>National Highways owns land within the Order Land. The Applicant initiated contact with National Highways in respect of the Protective Provisions in February 2022.</p> <p>As noted in the Written Summary of the Applicant's Oral Submissions at Compulsory Acquisition Hearing 1 [document reference 16.12], when the DCO application was submitted the Applicant had not reached a</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>point where there was clarity on whether protective provisions were required. National Highways did provide confirmation that it expected protective provisions to be included in the draft DCO. However, this was received too late for the Applicant to include in the draft DCO submitted with the application. National Highways submitted a different set of protective provisions in March 2023 at Deadline 3. A further set of protective provisions was then provided to the Applicant in April 2023. The Applicant further updated the protective provisions in Part 14 of Schedule 14 in the draft DCO (Revision I) [REP6-002] to reflect National Highways preferred drafting. National Highways submitted a further updated version of its preferred protective provisions at Deadline 7 and the Applicant has included its final version of Protective Provisions for National Highways at Part 14 of Schedule 14 of the draft DCO (Revision K)</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
					<p>[document 3.1]. These remain subject to ongoing negotiations with National Highways. As stated at Compulsory Acquisition Hearing 2 (see the Written Summary of the Applicant's Oral Submissions at Compulsory Acquisition Hearing 2 (Revision A) [document reference 21.4]) the Applicant is unsure of whether it will be possible for the parties to reach an agreed position within the Examination. The matters under discussion between the parties remain as set out at Compulsory Acquisition Hearing 2. However, comments from National Highways were received on 7 July and the Applicant is continuing to progress negotiations with National Highways to endeavour to reach agreement. The parties have not been able to reach agreement and further details of the Applicant's position is set out at The Applicant's Response to National Highways Serious Detriment and Protective</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
					<p>Provision Submissions [document reference 22.4.1]</p> <p>The Applicant and National Highways have agreed to enter into a cooperation agreement as per the Draft Statement of Common Ground with National Highways (Revision C) [document reference 12.2]. The terms of the proposed cooperation agreement are commercially sensitive and go beyond the scope of the protective provisions. They are aimed at managing cooperation between two complex developments. Given the complexity, the terms will require detailed consideration albeit the and the Applicant and National Highways will continue to negotiate the cooperation agreement following close still hopes to reach agreement with National Highways before the end of the Examination.</p>
					Network Rail Infrastructure

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
Limited (Network Rail)	railway infrastructure pursuant to section 8(1) Acquisition of Land Act 1981		<p>The Applicant will take new rights in land which may interact with Network Rail rights.</p> <p>Network Rail has apparatus within the Order Land.</p>	<p>Provisions in the draft DCO will ensure suitable protection for Network Rail's apparatus.</p> <p>The Applicant considers Network Rail's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The compulsory acquisition of rights in land containing Network Rail apparatus is necessary for the development of SEP and DEP and is further justified in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>Applicant and Network Rail are very close to reaching an agreed position with little difference between the parties. The Applicant's preferred wording for the protective provisions has been included as Appendix A to this document and understands Network Rail will submit their version to the Examination. Until the Applicant and Network Rail have completed the relevant agreements, Network Rail will maintain their holding objection, but the parties are confident that this will be resolved soon after the close of Examination with an update to be provided to the Secretary of State at decision stage.</p> <p>The Applicant commenced discussions with Network Rail relating to Protective Provisions in December 2021.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
					<p>An undertaking for Network Rail's costs in relation to agreeing the Protective Provisions was provided on 24th June 2022.</p> <p>The Applicant's solicitors are currently negotiating Protective Provisions with Network Rail's solicitors. These are subject to ongoing negotiation with only a small number of points left outstanding between the parties including the provisions around to electro-magnetic interference and related testing requirements. A further update will be provided to the Examining Authority at Deadline 8 but the Applicant is confident that agreement will be reached with Network Rail. It had been hoped that the clearance process required by Network Rail will be agreed before the end of examination resulting in agreement for permanent rights. At present, the Applicant has cleared the first stage of the clearance process and moves to technical clearance stage which can take</p>

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					<p>around eight weeks, so agreement will not be possible in full by close of the examination. However, discussions for permanent rights are progressing positively and constructively between the parties.</p>
Norfolk County Council as promotor of the Norwich Western Link (NWL)	N/A	N/A	N/A	NWL do not have any land or apparatus within the Order Land.	Please see The Applicant's Comments on Norwich Western Link's Deadline 7 Submission [document reference 22.6] and the Final Statement of Common Ground with Maritime and Coastguard Agency (Revision C) [document 12.12].
Offshore Wind/ OFTO's					
Vattenfall Wind Power Limited (Vattenfall Wind Power)	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	N/A	Norfolk Boreas and Norfolk Vanguard are constructing apparatus within the Order Land. The Applicant will take new rights in plots in which Norfolk Boreas and Norfolk Vanguard are constructing apparatus.	Vattenfall Wind Power will have the benefit of the protective provisions set out in Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection	The Applicant initiated contact with Vattenfall Wind Power in January 2022. Protective Provisions for the benefit of Norfolk Boreas and Norfolk Vanguard have been included in Parts 11 and 12 of Schedule 14 of the draft DCO.

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
			<p>The Applicant does not intend to relocate any Norfolk Boreas or Norfolk Vanguard apparatus.</p>	<p>for Vattenfall Wind Power's apparatus.</p> <p>The Applicant considers that Vattenfall Wind Power's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>The Applicant has agreed Protective Provisions with Norfolk Boreas and Norfolk Vanguard Wind Power which was confirmed by email from Vattenfall's legal representatives on 6 March 2023 and the final version was included in the following draft DCO [REP2-008].</p> <p>The Applicant had understood that Vattenfall Wind Power have informed the Applicant that it willwould write to the Examination confirming that the position is agreed between the parties and confirm that its representations are withdrawn. However, Vattenfall Wind Power has not done this to date nor have they indicated to the Applicant that they will do so for Deadline 8 despite multiple requests from the Applicant. The Applicant's position is that Vattenfall Wind Power are adequately protected by the protective provisions and given</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
					<p>they were agreed with Vattenfall Wind Power months ago the Applicant does not consider any further protection would be required by Vattenfall and there is no reason for them to retain their representation at the end of Examination.</p> <p>The Parties continue to recognise that a cooperation agreement will be of assistance for managing interactions between the projects and will continue to negotiate this outside of the DCO process.</p>
Orsted Hornsea Project Three (UK) Limited (Orsted Hornsea Project Three)	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	01-002, 01-003, 01-005, 01-006, 01-007, 01-008, 01-011, 01-012, 01-013, 01-014, 01-015, 01-016, 01-017, 01-018, 01-019, 01-020, 01-021, 01-022, 01-023, 01-024, 01-026, 01-027, 01-028, 01-029, 01-031, 01-032, 01-033, 01-034, 01-035, 22-009, 22-011, 23-002, 23-019, 23-020, 23-021, 23-022,	<p>Orsted Hornsea Project Three are constructing apparatus within the Order Land.</p> <p>The Applicant will take new rights in plots in which Orsted Hornsea Project Three are constructing apparatus.</p> <p>The Applicant does not intend to relocate any Orsted Hornsea Project Three apparatus.</p>	Orsted Hornsea Project Three will have the benefit of the bespoke protective provisions set out in Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for Orsted Hornsea Project Three's apparatus.	<p>The Applicant initiated contact regarding Protective Provisions in April 2022.</p> <p>The Applicant provided draft Protective Provisions to Orsted Hornsea Project Three in May 2022.</p> <p>The Applicant has included an updated set of Protective Provisions in Part 10 of Schedule 14 of the draft DCO</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
		23-023, 23-028, 23-029, 23-030, 23-031, 24-001, 24-004, 24-006, 24-007, 25-005, 25-006, 25-009, 25-010, 28-011, 28-017, 28-018, 28-019, 38-007, 38-008, 38-011, 38-012, 38-016, 39-014, 39-015, 39-016, 39-017, 39-018, 39-019, 39-020, 39-021, 39-022, 39-023, 39-024, 39-025, 39-028, 39-029, 39-032, 39-033, 39-034, 39-035, 39-036, 39-037, 39-038, 39-039, 39-040, 39-041, 39-042, 39-043, 39-044		<p>The Applicant considers that Orsted Hornsea Project Three's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>(Revision KJ) [document 3.1]. Only a couple of outstanding points remain between the parties which are further discussed in The Applicant's Comments on Orsted Hornsea Project Three's Deadline 67 Submission (Revision A) [document 21.1522.7]. The Protective Provisions currently remain subject to ongoing negotiation and the Applicant and Orsted will provide a further update to the Examining Authority by Deadline 8-</p> <p>The Applicant and Orsted Hornsea Project Three continue to negotiate detailed Heads of Terms for a cooperation agreement. The terms of proposed cooperation agreement go beyond the scope of the protective provisions and are aimed at managing cooperation between the two complex developments. Given the complexity of the developments, the terms will require detailed consideration and the Applicant and Orsted will</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
					<p>continue to negotiate the cooperation agreement post Examination. Please see the Joint Statement between Ørsted and Equinor [document reference 22.29].</p>
TC Dudgeon OFTO PLC (TC Dudgeon OFTO)	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	01-002, 01-003, 01-005, 01-006, 01-007, 01-008, 01-011, 01-012, 01-013, 01-014, 01-015, 01-016, 01-017, 01-018, 01-019, 01-020, 01-021, 01-022, 01-023, 01-024, 01-025, 01-026, 01-027, 01-028, 01-029, 01-031, 01-032, 01-033, 01-034, 01-035, 01-037	<p>TC Dudgeon OFTO has apparatus within the Order Land.</p> <p>The Applicant will take new rights in plots in which TC Dudgeon OFTO apparatus is located.</p>	<p>The Applicant believes the inclusion of Protective Provisions in the draft DCO will ensure suitable protection for TC Dudgeon OFTO's apparatus.</p> <p>The Applicant considers TC Dudgeon OFTO's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The compulsory acquisition of rights in land containing TC Dudgeon OFTO apparatus is necessary for the</p>	<p>The Applicant commenced discussions relating to a Crossing Agreement in February 2022.</p> <p>TC Dudgeon OFTO will be able to rely on standard Protective Provisions for electricity, gas, water and sewerage undertakers included within Schedule 14 of the draft DCO.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				development of SEP and DEP and is further justified in the Statement of Reasons (Revision E) [document reference 4.3].	
-Blue Transmission Sheringham Shoal Limited	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	01-001, 01-002, 01-003, 01-005, 01-006, 01-007, 01-008, 01-011, 01-012, 01-013, 01-014, 01-015, 01-016, 01-017, 01-018, 01-019, 01-020, 01-021, 01-022, 01-023, 01-024, 01-026, 01-027, 01-028, 01-029, 01-030, 01-031, 01-032, 01-033, 01-034, 01-035, 01-037, 01-040, 01-041, 01-043, 01-044, 02-001, 02-003, 02-004, 02-005, 02-007, 02-008, 02-009, 02-010, 07-006, 07-010, 07-011, 07-013, 07-014, 07-016, 07-017, 07-018, 09-002, 09-003, 09-007, 09-008, 09-009, 10-001, 10-002, 10-003, 10-006, 10-007, 10-008, 10-009, 10-010, 10-013, 11-006, 11-007, 11-008,	<p>Blue Transmission Sheringham Shoal Limited has apparatus within the Order Land</p> <p>The Applicant will take new rights in plots in which Blue Transmission Sheringham Shoal Limited apparatus is located.</p> <p>The Applicant does not intend to relocate any Blue Transmission Sheringham Shoal Limited apparatus.</p>	<p>The Applicant believes the inclusion of Protective Provisions in the draft DCO will ensure suitable protection for Blue Transmission Sheringham Shoal Limited's apparatus.</p> <p>The Applicant considers Blue Transmission Sheringham Shoal Limited's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The compulsory acquisition of rights in land containing Blue Transmission</p>	<p>The Applicant initiated contact relating to a Crossing Agreement in February 2022.</p> <p>Blue Transmission Sheringham Shoal Limited will be able to rely on standard Protective Provisions for electricity, gas, water and sewerage undertakers included within Schedule 14 of the draft DCO.</p> <p>The owner of the transmission assets is Blue Transmission Sheringham Shoal Limited. Frontier Power are the managers of those assets.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
		12-001, 12-003, 12-004, 12-005, 12-007		Sheringham Shoal Limited apparatus is necessary for the development of SEP and DEP and is further justified in the Statement of Reasons (Revision E) [document reference 4.3].	
Dudgeon Offshore Wind Limited (Dudgeon Offshore Wind)	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	01-002, 01-005, 01-006, 01-007, 01-013, 01-014, 01-015, 01-016, 01-017, 01-018, 01-019, 01-020, 01-021, 01-027, 01-028, 01-029, 01-031, 01-032, 01-033, 01-034, 01-035, 01-037		<p>Dudgeon Offshore Wind do not own any apparatus within the onshore area of the Order Land, but they do own apparatus in the offshore area of the Order Land. As such they will be treated as statutory undertakers for the purposes of the Application.</p> <p>The Applicant considers Dudgeon Offshore Wind's statutory operations</p>	<p>Dudgeon Offshore Wind is a subsidiary of Applicant. Internal discussions regarding a Crossing Agreement commenced in December 2021.</p> <p>Dudgeon Offshore Wind will be able to rely on standard Protective Provisions for electricity, gas, water and sewerage undertakers.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				will not be detrimentally impacted by SEP and/or DEP.	
Scira Offshore Energy Limited (Scira Offshore Energy)	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	01-001, 01-002, 01-003, 01-005, 01-006, 01-007, 01-008, 01-011, 01-012, 01-013, 01-014, 01-015, 01-016, 01-017, 01-018, 01-019, 01-020, 01-021, 01-022, 01-023, 01-024, 01-026, 01-027, 01-028, 01-029, 01-030, 01-031, 01-032, 01-033, 01-034, 01-035, 01-037, 01-040, 01-041, 01-043, 01-044, 02-001, 02-003, 02-005, 02-007, 02-008, 02-009, 02-010, 07-006, 07-010, 07-011, 07-016, 07-017, 07-018, 09-002, 09-003, 09-007, 09-008, 09-009, 10-001, 10-002, 10-003, 10-006, 10-007, 10-008, 10-009, 10-010, 10-013, 11-006, 11-007, 11-008, 12-001, 12-002, 12-003, 12-004, 12-005, 12-007		<p>Scira Offshore Energy do not own any apparatus within the onshore area of the Order Land, but they do own apparatus in the offshore area of the Order Land. As such they will be treated as statutory undertakers for the purposes of the Application.</p> <p>The Applicant considers Scira Offshore Energy's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p>	<p>Scira Offshore Energy is a subsidiary of the Applicant. Internal discussions regarding a Crossing Agreement commenced in December 2021.</p> <p>Scira Offshore Energy will be able to rely on standard Protective Provisions for electricity, gas, water and sewerage undertakers included within Schedule 14 of the draft DCO.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
Telecommunications					
British Telecommunications PLC (BT)	Telecommunications apparatus pursuant to section 148 Town and Country Planning Act 1990.	N/A	N/A	N/A	BT no longer have apparatus within the Order Land so will no longer be treated as statutory undertakers for this Application.
Virgin Media Limited (Virgin Media)	Telecommunications and Media apparatus pursuant to section 148 Town and Country Planning Act 1990.	23-014, 23-015, 23-028, 39-040, 39-042, 40-002, 40-003	<p>Virgin Media have apparatus within the Order Land.</p> <p>The Applicant will take new rights in plots where Virgin Media apparatus is located.</p> <p>The Applicant does not intend to relocate any Virgin Media apparatus.</p>	<p>The Protective Provisions in the draft DCO ensure that Virgin Media's apparatus will be protected, and access retained during construction.</p> <p>The Applicant considers Virgin Media's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p> <p>The compulsory acquisition of rights in</p>	<p>Virgin Media has apparatus within the Order Land. The Applicant initiated contact with Virgin Media in December 2021.</p> <p>Following no response, the Applicant shared the draft standard Protective Provisions for electronic communications operators with Virgin Media on the 3rd February 2022 and has received no response to date.</p> <p>Virgin Media will be able to rely on standard Protective Provisions for electronic communications code operators included within Schedule 14 of the draft DCO.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				land containing Virgin Media's apparatus is necessary for the development of SEP and DEP and is further justified in the Statement of Reasons (Revision E) [document reference 4.3].	
Openreach Limited (Openreach)	Telecommunications apparatus pursuant to section 148 Town and Country Planning Act 1990.	01-001, 01-004, 01-019, 01-020, 01-031, 01-032, 01-033, 01-034, 01-035, 01-036, 01-037, 01-038, 02-012, 02-013, 03-005, 03-006, 03-007, 04-005, 04-007, 04-008, 04-009, 04-015 , 04-017, 05-001, 05-002, 05-004, 05-005, 05-009, 05-010, 05-011, 05-012, 06-002, 06-005, 07-006, 07-009, 07-011, 07-016, 07-017, 07-019,	Openreach have apparatus within the Order Land. The Applicant will take new rights in plots where Openreach apparatus is located. The Applicant does not intend to relocate any Openreach apparatus.	The Protective Provisions in the draft DCO ensure that Openreach's apparatus will be protected, and access retained during construction. The Applicant considers Openreach's statutory operations will not be	The Applicant initiated contact with Openreach regarding Protective Provisions in December 2021. Following no response, the Applicant shared the draft standard Protective Provisions for electronic communications operators with Openreach on the 3 rd February 2022 and has received no response to date.

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
		08-002, 09-001, 09-003, 09-004, 09-005, 09-006, 10-008, 11-002, 11-004, 11-005, 11-006, 12-002, 12-003, 12-004, 13-004, 13-005, 13-006, 13-007, 13-008, 13-010, 13-012, 13-013, 13-015, 16-001, 16-005, 16-009, 16-011, 16-012, 16-013, 16-015, 16-016, 16-017, 18-001, 18-003, 18-007, 18-009, 18-015, 18-016, 19-004, 19-005, 19-006, 19-008, 19-010, 22-009, 22-010, 23-007, 23-008, 23-009, 23-012, 23-014, 23-015, 23-016, 23-031, 24-003, 24-005, 24-007, 25-008, 25-011, 25-012, 25-014, 25-017, 26-001, 27-001, 27-003, 27-004, 28-004, 28-006, 28-008, 28-009, 29-002, 29-005, 29-006, 30-010, 30-011, 31-001, 32-002, 32-003, 33-005, 33-010, 34-003, 34-004, 34-005, 34-006, 34-008, 34-009, 35-007, 35-008,		<p>detrimentally impacted by SEP and/or DEP.</p> <p>The compulsory acquisition of rights in land containing Openreach's apparatus is necessary for the development of SEP and DEP and is further justified in the Statement of Reasons (Revision E) [document reference 4.3].</p>	<p>Openreach will be able to rely on standard Protective Provisions for electronic communications code operators included within Schedule 14 of the draft DCO.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
		35-010, 35-011, 36-001, 36-002, 36-004, 36-007, 36-011, 37-001, 37-002, 38-002, 38-006, 38-007, 38-009, 38-014, 39-037, 39-038, 39-040, 39-041, 39-042, 39-043, 39-044, 40-002, 40-003, 40-004, 40-005, 40-007, 40-008, 40-010			
Energis Communications Limited (Energis Communications)	Telecommunications pursuant to Section 148 Town and Country Planning Act 1990	31-012, 38-011, 38-012, 38-013, 38-016, 38-017, 39-015, 39-016, 39-017, 39-018, 39-019, 39-020, 39-021, 39-022, 39-023	Energis Communications have apparatus within the Order Land. The Applicant will take new rights in plots in which Energis Communications' apparatus is located. The Applicant will not relocate any of Energis Communications' apparatus.	Energis Communications will have the benefit of the standard protective provisions set out in Part 2 of Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for Energis Communications' apparatus. The Applicant considers that Energis Communications' statutory operations will not be	The Applicant initiated contact with Energis Communications in relation to Protective Provisions in December 2021. Energis Communications will be able to rely on the standard protective provisions for electronic communications code operators included within Schedule 14 of the draft DCO.

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>detrimentally impacted by SEP and/or DEP. The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	
Vodafone Limited (Vodafone)	Telecommunications pursuant to Section 148 Town and Country Planning Act 1990	22-009, 22-011, 39-026, 39-027, 39-028, 39-038, 39-039, 39-040, 39-041, 39-042, 39-043, 39-044, 40-002, 40-003	<p>Vodafone have apparatus within the Order Land. does not intend to relocate</p> <p>The Applicant will take new rights in plots in which Vodafone's apparatus is located.</p> <p>The Applicant does not intend to relocate any Vodafone apparatus.</p>	<p>Vodafone will have the benefit of the standard protective provisions set out in Part 2 of Schedule 14 of the draft DCO which the Applicant believes will provide adequate protection for Vodafone's apparatus.</p> <p>The Applicant considers that Vodafone's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p>	<p>The Applicant initiated contact with Vodafone in relation to Protective Provisions in December 2021.</p> <p>Vodafone will be able to rely on the standard protective provisions for electronic communications code operators included within Schedule 14 of the draft DCO.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>The justification for the acquisition of rights in land is set out in the Statement of Reasons (Revision E) [document reference 4.3].</p>	
<p>Offshore Other marine users</p>					
Perenco	Gas transporter within the meaning of Part 1 of the Gas Act 1986	N/A		<p>Perenco do not own any apparatus within the onshore area of the Order Land but they do own apparatus in the offshore area of the Order LimitsLand. As such they will be treated as statutory undertakers for the purposes of the Application.</p> <p>The Applicant considers Perenco's</p>	<p>The Applicant initiated contact with Perenco on 1st June 2022.</p> <p>The Applicant has included an updated set of protective provisions for the benefit of Perenco North Sea Limited in a new Part 15 of Schedule 14 of the draft DCO (revision K↓) [document reference 3.1]. These are subject to ongoing negotiations.</p> <p>-Further details of the outstanding matters between the parties is set out in appendix A.7 Joint Position Statement with</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>statutory operations will not be detrimentally impacted by SEP and/or DEP.</p>	<p>Perenco of the Supporting Documents for the Applicant's Responses to the Examining Authority's Fourth Written Questions (Revision A) [document 25.5.1] with further clarification provided in The Applicant's Comments on Perenco UK Limited's Deadline 7 Submission [document 22.32]. This confirms that the parties are submitting separate protective provisions at Deadline 7 with the main difference being the distance which defines the "facilities proximity area" for the existing Waveney platform.</p>
Shell U.K. Limited (Shell)	Gas transporter within the meaning of Part 1 of the Gas Act 1986	N/A		<p>Shell do not own any apparatus within the onshore area of the Order Land but they do own apparatus in the offshore area of the Order LimitsLand. As such they will be treated as statutory undertakers for the</p>	<p>The Applicant initiated contact with Shell on 1st June 2022.</p> <p>Shell will be able to rely on standard Protective Provisions for electricity, gas, water and sewerage undertakers included within Schedule 14 of the draft DCO.</p> <p>The Applicant understands that Shell is not seeking further</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				<p>purposes of the Application.</p> <p>The Applicant considers Shell's statutory operations will not be detrimentally impacted by SEP and/or DEP.</p>	<p>protection, but the Applicant is in ongoing discussions with Shell.</p>
Harbour Energy	Gas transporter within the meaning of Part 1 of the Gas Act 1986	N/A #		<p>Harbour Energy do not own any apparatus within the onshore area of the Order Land, but they do own apparatus in the offshore area of the Order LimitsLand. As such they will be treated as statutory undertakers for the purposes of the Application.</p> <p>The Applicant considers Harbour Energy's statutory operations will not be detrimentally</p>	<p>The Applicant initiated contact with Harbour Energy on 10th June 2022</p> <p>Harbour Energy will be able to rely on standard Protective Provisions for electricity, gas, water and sewerage undertakers.</p> <p>The Applicant understands that Harbour Energy are not seeking further protection, but the Applicant is in ongoing discussions with Harbour Energy.</p>

Statutory Undertaker or Other Apparatus Owner	Nature of Undertaking	Plots	Land, Rights or Apparatus Affected	Engagement of Section 127 and/or s138	Status of Negotiation
				impacted by SEP and/or DEP.	
Independent Oil and Gas	Gas transporter within the meaning of Part 1 of the Gas Act 1986	N/A		Independent Oil and Gas do not own any apparatus within the onshore area of the Order Land, but they do own apparatus in the offshore area of the Order Land Limits . As such they will be treated as statutory undertakers for the purposes of the Application.	<p>The Applicant initiated contact with Independent Oil and Gas on 10th June 2022.</p> <p>Independent Oil and Gas will be able to rely on standard Protective Provisions for electricity, gas, water and sewerage undertakers.</p> <p>The Applicant understands that Independent Oil and Gas are not seeking further protection, but the Applicant is in ongoing discussions with Independent Oil and Gas.</p>
Orsted Hornsea Project Four	Electricity Undertaker within the meaning of Part 1 of the Electricity Act 1989	N/A	N/A	Orsted Hornsea Project Four do not own any apparatus within the onshore area of the Order Limits.	Please see The Applicant's Comments on Orsted Hornsea Project Four Deadline 7 Submission [document reference 22.8] and the Joint Position Statement between Orsted and Equinor [document reference 22.29].

[Appendix A – Network Rail – Part 3 of Schedule 14](#)

PART 1

FOR THE PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway property" means any railway belonging to Network Rail Infrastructure Limited and-

(a) any station, land, works, apparatus and equipment belonging to Network Rail connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail Infrastructure Limited for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under:

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is or is to be situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 4 (*maintenance of authorised development*) in respect of such works.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property or rights over railway property is or may be subject to railway operational procedures, Network Rail must—

co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

4.—(1) The undertaker must not exercise the powers conferred by—

- (a) article 3 (development consent granted by the Order)
- (b) article 4 (maintenance of authorised development)
- (c) article 14 (discharge of water);
- (d) article 16 (authority to survey and investigate the land);
- (e) article 18 (compulsory acquisition of land);
- (f) article 20 (compulsory acquisition of rights);
- (g) article 21 (private rights over land);
- (h) article 23 (acquisition of subsoil or airspace only);
- (i) article 25 (rights under or over streets);
- (j) article 26 (temporary use of land for carrying out the authorised project);
- (k) article 27 (temporary use of land for maintaining the authorised project);
- (l) article 28 (statutory undertakers);
- (m) article 34 (felling or lopping of trees or removal of hedgerows);
- (n) article 35 (trees subject to tree preservation orders);
- (o) the powers conferred by section 11(3) (power of entry) of the 1965 Act;
- (p) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

in respect of any railway property (including for the purposes of this paragraph 4 any easement or other property interest held or used by a tenant or licensee of Network Rail) unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 28 (*statutory undertakers*) in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained without the consent of Network Rail or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

(8) For the avoidance of doubt, the undertaker will never be required to obtain the consent of tenant or licensee of Network Rail.

5.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer (or by deemed approval under sub-paragraph (2) settled by arbitration.

(3) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(4) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(5) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

7. The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work or during a period of 24 months after or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula or method of calculation by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

10. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watchpersons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the onshore works where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the onshore works giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Prior to seeking Networks’ Rail agreement under sub-paragraphs (4) and (5), the undertaker and Network Rail will agree (acting reasonably) what the level of EMI which may adversely affect the safe operation of Network Rail’s apparatus is for the purposes of this paragraph 11.

(4) Subject to sub-paragraph (5), the undertaker must in the design and construction of the onshore works take all measures necessary to prevent EMI at a level which may adversely affect the safe operation of Network Rail’s apparatus and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(5) In order to facilitate the undertaker’s compliance with sub-paragraph (4)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must without unreasonable delay make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(6) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph.

(7) If following introducing of the necessary measures by the undertaker following agreement with Network Rail pursuant to sub-paragraph (4) there is a risk of interference of a level which may adversely affect the safe operation of Network Rail’s apparatus (as indicated by Network Rail acting reasonably) then at the point before the commencement of regular revenue earning operations of the authorised development the undertaker tests the use of the authorised development, such test shall be in a manner that shall have been agreed in advance with Network Rail (such agreement not to be unreasonably withheld or delayed) and if the testing of the authorised development causes EMI where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker’s apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (6)) to Network Rail’s apparatus.

(8) Where Network Rail gives their approval pursuant to sub-paragraph (7) it shall never be unreasonable for Network Rail to withhold consent for the reasons of the safety, security and operation of the railway.

(9) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
- (c) Network Rail must without unreasonable delay make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and
- (d) the undertaker shall not allow regular revenue earning operations of the authorised development in a manner that has caused or will cause EMI where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus until measures have been taken in accordance with this paragraph to prevent such levels of EMI occurring.

(10) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (6) or (7)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

(11) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (7) applies.

(12) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(13) In relation to any dispute arising under this paragraph the reference in article 43 (*arbitration*) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as to not adversely affect railway property.

13. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

14. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the date on which this Order is made by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

15.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or

- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;
- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others
- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

give the undertaker reasonable written notice of any such claims or demands;

not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and

take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

(7) For the avoidance of doubt, the undertaker will never be required to pay to a tenant or licensee of Network Rail and costs, charges, damages and expenses under this Part of this Schedule.

16. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

17. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any

agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

18. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

19. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

20. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 5 (benefit of order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

21. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 38 (*certification of plans and documents, etc.*) are certified by the Secretary of State, provide a set of those plans to Network Rail in electronic format.

22. In relation to any dispute arising under this part of this Part of this Schedule the provisions of article 43 (*arbitration*) will apply.