



Triton Knoll Offshore Wind Farm Limited Triton Knoll Electrical System

**Appendix 15: Revised draft
Development Consent Order and
Deemed Marine Licence –
Revision E**

Date: 5th January 2016

**Appendix 15 of the Applicant's
Response to Deadline 4**

201[] No. []

INFRASTRUCTURE PLANNING

The Triton Knoll Electrical System Order 201[]

Made - - - - *Day Month 201[]*

Coming into force - - *Day Month 201[]*

CONTENTS

PART 1

Preliminary

1.	Citation and commencement	3
2.	Interpretation	4

PART 2

Principal Powers

3.	Development consent etc. granted by the Order	8
4.	Maintenance of authorised project	9
5.	Transfer of benefit of Order	9
6.	Application and modification of legislative provisions	10
7.	Defence to proceedings in respect of statutory nuisance	10

PART 3

Streets

8.	Streets	11
9.	Temporary stopping up of streets	11
10.	Access to works and temporary highways alterations	12
11.	Agreements with a highway authority	12

PART 4

Supplemental powers

12.	Discharge of water	12
13.	Authority to survey and investigate the land	13

PART 5

Powers of acquisition

14.	Compulsory acquisition of land	14
15.	Compulsory acquisition of land – incorporation of the mineral code	14
16.	Time limit for exercise of authority to acquire land compulsorily	14
17.	Compulsory acquisition of rights	15
18.	Private rights	15
19.	Power to override easements and other rights	16
20.	Application of the Compulsory Purchase (Vesting Declarations) Act 1981	17
21.	Acquisition of subsoil only	18
22.	Rights under or over streets	18
23.	Acquisition of part of certain properties	18
24.	Temporary use of land for carrying out the authorised project	19
25.	Temporary use of land for maintaining authorised project	21
26.	Protective provisions for specified undertakers	22
27.	Statutory undertakers	22
28.	No double recovery	22
29.–30.	Recovery of costs of new connections	22

PART 6

Operations

31.	Deemed marine licence under the Marine and Coastal Access Act 2009	23
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PART 7

Miscellaneous and general

32.	Application of landlord and tenant law	23
33.	Operational land for purposes of the 1990 Act	23
34.	Felling or lopping of trees and removal of hedgerows	24
35.	Certification of plans etc.	24
36.	Arbitration	25
37.	Guarantees in respect of payment of compensation	25
38.	Procedure regarding certain approvals	25
39.	Saving provisions for Trinity House	25
40.	Crown rights	25

SCHEDULE 1 —	Authorised project	26
PART 1 —	Authorised development	26
PART 2 —	Ancillary works	31
PART 3 —	Requirements	31
SCHEDULE 2 —	Streets subject to street works	40
SCHEDULE 3 —	Streets to be temporarily stopped up	42
SCHEDULE 4 —	Access to works	46
SCHEDULE 5 —	Land in which only new rights etc. may be acquired	49
SCHEDULE 6 —	Modification of compensation and compulsory purchase enactments for creation of new rights and restrictive covenants	65
PART 1		65
PART 2		65

SCHEDULE 7 — Land of which temporary possession may be taken	68
SCHEDULE 8 — Protective provisions	75
PART 1 — Protection for Environment Agency and drainage authorities	75
PART 2 — Protection for Network Rail Infrastructure Limited	78
PART 3 — Protection for National Grid Gas plc and National Grid Electricity Transmission plc	84
PART 4 — Protection for Anglian Water	91
PART 5 — Protection for the Canal & River Trust	93
PART 6 — Protection for electricity, gas and sewerage undertakers	97
PART 7 — Protection for operators of electronic communications code networks	101
SCHEDULE 9 — Deemed licence under the Marine and Coastal Access Act 2009	102
PART 1 — Licenced marine activities	102
PART 2 — Conditions	107
SCHEDULE 10 — Removal of Hedgerows	115
SCHEDULE 11 — Discharge of Requirements	118

An application has been made to the Secretary of State in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009^(a) for an Order under sections 37, 114, 115, 120 and 149A of the Planning Act 2008 (“the 2008 Act”)^(b);

And whereas the application was examined by a Panel appointed as an examining authority by the Secretary of State pursuant to Chapter 4 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010^(c);

The examining authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74 of the 2008 Act made a report and recommendation to the Secretary of State;

The Secretary of State, having considered the report and recommendation of the Panel, is satisfied that the open space comprised within the Order land (as defined in article 2 of the Order), when burdened with the new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that accordingly section 132(3) of the 2008 Act applies;

The Secretary of State in exercise of the powers conferred by sections 114, 115, 120, 132 and 149A of the 2008 Act makes the following Order.

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Triton Knoll Electrical System Order 201[] and shall come into force on [] 201[].

(a) S.I. 2009/2264 as amended by the Localism Act (Infrastructure Planning)(Consequential Amendments) Regulations 2012 (S.I. 2012/635 and the Infrastructure Planning (Prescribed Consultees and Interested Parties etc)(Amendment) Regulations 2013 (S.I. 2013/522)

(b) 2008 c.29. Parts 1 to 7 were amended by Chapter 6 or Part 6 of the Localism Act 2011 (c.20)

(c) S.I. 2010/103, amended by S.I. 2012/635

Interpretation

2.—(1) In this Order—

- “the 1961 Act” means the Land Compensation Act 1961(a);
- “the 1965 Act” means the Compulsory Purchase Act 1965(b);
- “the 1980 Act” means the Highways Act 1980(c);
- “the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(d);
- “the 1989 Act” means the Electricity Act 1989(e);
- “the 1990 Act” means the Town and Country Planning Act 1990(f);
- “the 1991 Act” means the New Roads and Street Works Act 1991(g);
- “the 2004 Act” means the Energy Act 2004(h);
- “the 2008 Act” means the Planning Act 2008(i);
- “the 2009 Act” means the Marine and Coastal Access Act 2009(j);

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- (a) 1961 c.33. Section 2(2) was amended by section 193 of, and paragraph 5 of Schedule 33 to, the Local Government, Planning and Land Act 1980 (c.65). There are other amendments to the 1961 Act which are not relevant to this Order
 - (b) 1965 c.56. Section 3 was amended by section 70 of, and paragraph 3 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). Section 4 was amended by section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c.71). Section 5 was amended by sections 67 and 80 of, and Part 2 of Schedule 18 to, the Planning and Compensation Act 1991 (c.34). Subsection (1) of section 11 and sections 3, 31 and 32 were amended by section 34(1) of, and Schedule 4, to, the Acquisition of Land Act 1981 (c.67) and by section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No.1). Section 12 was amended by section 56(2) of, and Part 1 to Schedule 9 to, the Courts Act 1971 (c.23). Section 13 was amended by section 139 of the Tribunals, Courts and Enforcement Act 2007 (c.150). Section 20 was amended by section 70 of, and paragraph 14 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). Sections 9, 25 and 29 were amended by the Statute Law (Repeals) Act 1973 (c.39). Section 31 was also amended by section 70 of, and paragraph 19 of Schedule 15 to the Planning and Compensation Act 1991 (c.34) and by section 14 of, and paragraph 12(2) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No.1). There are other amendments to the 1965 Act which are not relevant to this Order
 - (c) 1980 c.66. Section 1(1) was amended by section 21(2) of the New Roads and Street Works Act 1991 (c.22); sections 1(2), 1(3) and 1(4) were amended by section 8 of, and paragraph (1) of Schedule 4 to, the Local Government Act 1985 (c.51); section 1(2A) was inserted, and section 1(3) was amended, by section 259(1), (2) and (3) of the Greater London Authority Act 1999 (c.29); sections 1(3A) and 1(5) were inserted by section 22(1) of, and paragraph 1 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 36(2) was amended by section 4(1) of, and paragraphs 47(a) and (b) of Schedule 2 to, the Housing (Consequential Provisions) Act 1985 (c.71), by S.I. 2006/1177, by section 4 of, and paragraph 45(3) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11), by section 64(1), (2) and (3) of the Transport and Works Act 1992 (c.42) and by section 57 of, and paragraph 5 of Part 1 of Schedule 6 to, the Countryside and Rights of Way Act 2000 (c.37); section 36(3A) was inserted by section 65(5) of the Transport and Works Act 1992 and was amended by S.I. 2006/1177; section 36(6) was amended by section 8 of, and paragraph 7 of Schedule 4 to, the Local Government Act 1985 (c.51); and section 36(7) was inserted by section 22(1) of, and paragraph 4 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 329 was amended by section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c.29) and by section 190(3) of, and Part 1 of Schedule 27 to, the Water Act 1989 (c.15). There are other amendments to the 1980 Act which are not relevant to this Order
 - (d) 1981 c.66. Sections 2(3), 6(2) and 11(6) were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). Section 15 was amended by sections 56 and 321(1) of, and Schedules 8 and 16 to, the Housing and Regeneration Act 2008 (c.17). Paragraph 1 of Schedule 2 was amended by section 76 of, and Part 2 of Schedule 9 to, the Housing Act 1988 (c.50); section 161(4) of, and Schedule 19 to, the Leasehold Reform, Housing and Urban Development Act 1993 (c.28); and sections 56 and 321(1) of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 3 of Schedule 2 was amended by section 76 of, and Schedule 9 to, the Housing Act 1988 and section 56 of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 2 of Schedule 3 was repealed by section 277 of, and Schedule 9 to, the Inheritance Tax Act 1984 (c.51). There are amendments to the 1981 Act which are not relevant to this Order
 - (e) 1989 c.29
 - (f) 1990 c.8. Section 78 was extended by section 50(1) of the Planning and Compulsory Purchase Act 2004 (c.5). Section 56(4) was amended by section 32 of, and paragraph 10(2) of Schedule 7 to, the Planning and Compensation Act 1991 (c.34). Section 106 was substituted, and section 106A inserted, by section 12(1) of the Planning and Compensation Act 1991. Section 206(1) was amended by section 192(8) of, and paragraphs 7 and 11 of Schedule 8 to, the 2008 Act. Sections 272 to 274 and section 279 were amended by section 406(1) of, and paragraph 103 of Schedule 17 to, the Communications Act 2003 (c.21). Sections 272 to 274 were amended by S.I. 2011/741 and S.I. 2012/2590. There are amendments to the 1990 Act which are not relevant to this Order;
 - (g) 1991 c.22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c.26). Sections 78(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18).
 - (h) 2004 c.20. Section 105 was amended by section 69 of the Energy Act 2008 (c.32)
 - (i) 2008 c.29. The relevant provisions of the Planning Act 2008 are amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act 2011 (c.20), and by sections 22 to 27 of the Growth and Infrastructure Act 2013 (c.27). Section 149A was inserted by paragraph 4 in Part 1 of Schedule 8 to the Marine and Coastal Access Act 2009 (c. 23)
 - (j) 2009 c.23

“access to works and streets plans” means the documents certified as the access to works and streets plans by the Secretary of State for the purposes of this Order;

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order which are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) and any other development authorised by this Order, which is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“book of reference” means the book of reference certified by the Secretary of State as the book of reference for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“cable” includes fibre optic cables either within the cable or laid alongside it;

“cable ducts” means conduits for the installation of electrical circuits;

“cable protection” means measures to protect cables from physical damage and exposure due to loss of sea bed sediment, including but not limited to the use of bagged solutions filled with gravel or other materials, protective aprons or covering mattresses, flow energy dissipation devices or rock and gravel placement;

“collector substations” means the collector substations authorised by the Triton Knoll Offshore Wind Farm Order 2013(a);

“commencement” means beginning to carry out the activities authorised by the deemed marine licence at Schedule 9 (deemed licence under the Marine and Coastal Access Act 2009) other than pre-construction surveys and monitoring, and in respect of any other works comprised in the authorised project save as provided otherwise within this Order, any material operation (as defined in section 155 of the Planning Act 2008) forming part of the authorised project other than operations consisting of site clearance, pre-construction archaeological investigations, environmental surveys, removal of hedgerows, investigations for the purpose of assessing ground conditions, diversion, and laying of services, erection of any temporary means of enclosure related to pre-construction archaeological investigations and environmental surveys, the temporary display of site notices or advertisements and the words “commence and commenced” shall be construed accordingly;

“completion” means in respect of any stage, the end of final testing of that stage of the works;

“compulsory acquisition notice” means a notice served in accordance with section 134 of the 2008 Act;

“construction compound” means a temporary construction site associated with the onshore works including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“crossings schedule” means the document certified as the crossings schedule by the Secretary of State for the purposes of this Order”

“deemed marine licence” means the licence set out in Schedule 9 (deemed licence under the Marine and Coastal Access Act 2009) and deemed by article 31 to have been granted under Part 4 of the 2009 Act, by virtue of section 149A of the 2008 Act;

“design principles document” means the design principles document certified by the Secretary of State for the purposes of this Order;

(a) SI 2013/1734

“electrical circuit” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development (onshore) and shall take the form of three separate cables laid in cable ducts and shall include fibre optic cables and earthing cables either within the electrical circuit or laid alongside;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order and submitted in support of the application;

“hedgerow plans” means the plans certified as the hedgerow plans by the Secretary of State for the purposes of this order;

“highway” and “highway authority” have the same meaning as in the 1980 Act;

“horizontal directional drilling” or “HDD” means the installation of cable ducts and electrical circuits by means of horizontal directional drilling;

“IEC enabling works” means in relation to Work No 9 site clearance; the establishment of temporary working areas, temporary fencing, the installation of construction haul roads, ground works including the installation of cabling ducting and the relocation and installation of below ground utilities and drainage, ground raising and establishment of stoned site platform, and electrical earthing works;

“intermediate electrical compound” means the area containing but not limited to switchgear, busbars, capacitors, reactors, reactive power compensation equipment, filters, cooling equipment, control and welfare buildings, lightning rods (if required), internal roads, security fencing and other associated equipment, structures and buildings including noise attenuation works;

“land plans” means the plans certified as the land plans by the Secretary of State for the purposes of this Order;

“landfall transition joint bay” means an underground pit where the offshore cables comprised in Work No 2 are joined to the onshore works;

“licensed marine activities” means the activities specified in Part 1 of the deemed marine licence;

“limits of deviation” means the Order limits as shown on the Order limits plans;

“main river” has the meaning given by the Water Resources Act 1991;

“maintain” includes inspect, upkeep, repair, adjust and alter, and further includes remove, reconstruct and replace any of the ancillary works in Part 2 of Schedule 1 (Ancillary Works) to the extent assessed in the environmental statement; and “maintained”, “maintaining” and “maintenance” shall be construed accordingly;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” is the average throughout a year of the heights of two successive high waters during those periods of 24 hours when the range of the tide is greatest, as defined by the MMO and shown on the Order limits plans;

“mean low water” or “MLW” means the average height of all low waters above Chart Datum;

“MMO” means the Marine Management Organisation;

“onshore works” means Works Nos 2 to 56 and any related further associated development in connection with those works, including, in relation to the installation of electrical circuits and cable ducts jointing bays, manholes, marker posts and other works associated with the installation of electrical circuits and cable ducts;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the Order limits plans within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 2 of Part 1 of Schedule 1;

“Order limits plans” means the documents certified as the Order limits plans by the Secretary of State for the purposes of this Order;

“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order;

“outline code of construction practice (onshore)” means the document certified as the outline code of construction practice (onshore) by the Secretary of State for the purposes of this Order;

“outline landscape strategy and ecological management plan” means the document certified as the outline landscape strategy and ecological management plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order;

“outline offshore written scheme of investigation” means the document certified as the outline offshore written scheme of investigation by the Secretary of State for the purposes of this Order;

“outline onshore written scheme of investigation” means the document certified as the outline onshore written scheme of investigation by the Secretary of State for the purposes of this Order;

“outline traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State for the purposes of this Order;

“owner”, in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(a) ;

“public rights of way plans” means the plans certified as the public rights of way plans by the Secretary of State for the purposes of this Order;

“pipeline crossings” means the crossing of existing sub-sea pipelines by the cables authorised by this Order together with physical protection measures including concrete mattresses and/or rock placement;

“relevant planning authority” means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

“scheduled works” means the numbered works specified in Part 1 of Schedule 1 to this Order or any part of them;

“statutory nature conservation body” means the government’s advisor on the natural environment;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act;

“street” means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“substation compound” means a compound containing but not limited to switchgear and electrical equipment including power transformers, reactive compensation equipment, filters, cooling equipment, control and welfare buildings, lightning rods, internal roads, security fencing and other associated equipment, structures and buildings including noise attenuation works;

“substation enabling works” means in relation to Work No 50, site clearance, the establishment of temporary working areas, temporary fencing; the installation of construction haul roads, ground works including the installation of cabling ducts and the relocation and installation of below ground utilities and drainage, ground raising and establishment of stoned site platform, and electrical earthing works;

“temporary highways alterations” includes temporary removal and replacement of street furniture and the temporary plating and matting of grass verges to be carried out within the highway boundary;

(a) 1981 c.67 Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). There are other amendments to the 1981 Act which are not relevant to this Order.

“the requirements” means those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

“the tribunal” means the Lands Chamber of the Upper Tribunal;

“trenchless techniques” means the installation of electrical circuits by means of boring techniques for installing cable ducts including horizontal directional drilling (HDD), pipe jacking/horizontal auger boring and micro boring;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“undertaker” means Triton Knoll Offshore Wind Farm Limited;

“unlicensed works” means works needed to connect the authorised project to the National Grid substation at Bicker Fen that National Grid is not required, pursuant to its transmission licence, to carry out itself, including but not limited to cabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms, and electrical earthing works;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“watercourse” includes all rivers, streams, creeks, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“works plans” means the plans certified as the works plans by the Secretary of State for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do or to place and maintain, anything in, on or under land or in the air-space above its surface.

(3) All distances, directions in and lengths referred to in this Order are approximate, save in respect of the parameters referred to in requirements 3 and 5 in Part 3, Schedule 1 (requirements), and condition 1 in Part 2, Schedule 9 (deemed licence under the Marine and Coastal Access Act, 2009).

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) References in this Order to points identified by letters are to be construed as references to the points so lettered on the works plan unless otherwise stated.

(6) The expression “includes” shall be construed without limitation.

PART 2

Principal Powers

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order and to the requirements, the undertaker is granted—

(a) development consent for the authorised development; and

(b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Each of the scheduled works authorised by this Order shall only be constructed and maintained within the limits of deviation for that work.

(3) In carrying out any of the scheduled works the undertaker may deviate from the situations shown on the works plans and described in Schedule 1 to the extent of the limits of deviation.

Maintenance of authorised project

4. The undertaker may at any time maintain the authorised project except to the extent that this Order or an agreement made under this Order provides otherwise.

Transfer of benefit of Order

5.—(1) The undertaker, with the consent of the Secretary of State (except where paragraph (6) applies, in which case no such consent is required), may—

- (a) transfer to another person (the “transferee”) any or all of the benefit of the provisions of this Order (including the deemed marine licence) and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) grant to another person (the “lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (including the deemed marine licence) and such related statutory rights as may be so agreed.

(2) Where the consent of the Secretary of State is required under paragraph (1), the Secretary of State must consult the MMO prior to granting consent if such transfer or grant relates to the exercise of powers within the MMO’s jurisdiction.

(3) Where a transfer or grant has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (4), include references to the transferee or the lessee.

(4) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(5) Despite anything contained in Part 4 of the 2009 Act (marine licensing), but subject to paragraph (6), the undertaker may transfer or grant relevant provisions to another person under paragraph (1) (and sections 72(7) and (8) shall not apply to such a transfer or grant).

(6) The consent of the Secretary of State is not required for a transfer or grant of the benefit of any of the provisions (and any statutory rights) where—

- (a) the transfer or grant is to another body licenced under Section 6 of the 1989 Act; or
- (b) the time limits for claims for compensation in respect of the acquisition of land or effects on land under this Order have elapsed and either no such claim has been made or, if such a claim has been made—
 - (i) the claim has been comprised or withdrawn;
 - (ii) compensation has been paid in final settlement of the claim;
 - (iii) payment of compensation into court has taken place in lieu of settlement of the claim; or
 - (iv) a tribunal or court of competent jurisdiction has determined that no compensation is payable in respect of the claim

save that, at least 28 days prior to any partial transfer or grant of the deemed marine licence under this paragraph, the undertaker must consult the MMO on the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted.

(7) (a) Prior to a transfer or grant under paragraph (1) or (6) taking effect the undertaker must give notice to the Secretary of State and to the MMO and/or relevant planning authority if such transfer or grant relates to the exercise of powers in the area of their jurisdiction. The notice must be in writing and must include the following—

- (i) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;
- (ii) subject to sub-paragraph (b), the date on which the transfer will take effect;
- (iii) the powers to be transferred or granted;

- (iv) pursuant to paragraph(4), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted;
 - (v) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
 - (vi) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.
- (b) The date specified under paragraph 5(7)(a)(ii) must not be earlier than the expiry of ten days from the date of the receipt of the notice.
 - (c) The notice given under sub-paragraph (a) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

Application and modification of legislative provisions

6.—(1) Regulation 6 of the Hedgerows Regulations 1997(a) shall be modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—

“(k) or for carrying out development which has been authorised by development consent made pursuant to the Planning Act 2008.”

(2) The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

- (a) section 109 (structures in, over or under a main river) of the Water Resources Act 1991(b);
- (b) the provision of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991, which requires consent or approval for the carrying out of works;
- (c) section 23 (prohibition of obstructions etc. in watercourses) of the Land Drainage Act 1991(c);
- (d) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act which require consent or approval for the carrying out of works; and
- (e) the provisions of the Lindsey County Council (Sandhills) Act 1932(d).

Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(e) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order shall be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
 - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level), of the Control of Pollution Act 1974(f) ; or

(a) S.I 1997/1160
 (b) 1991 c.57
 (c) 1991 c.59
 (d) 22 and 23 GEO.5.
 (e) 1990 c.43. There are amendments to this Act which are not relevant to this Order.
 (f) 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 (c.25). There are other amendments to the 1974 Act which are not relevant to this Order.

- (ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance—
 - (i) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation to consent for registered noise level to be exceeded), do not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.

PART 3

Streets

Streets

8.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) place apparatus under the street;
- (d) maintain apparatus under the street or change its position; and
- (e) execute any works required for or incidental to any works referred to in sub-paragraphs (a), (b), (c) and (d).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) The provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).

(4) In this article “apparatus” has the same meaning as in Part 3 of the 1991 Act.

Temporary stopping up of streets

9.—(1) Subject to paragraph (4), the undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, alter or divert any street within the Order limits and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street; and
- (b) subject to paragraph (2), prevent all persons from passing along the street.

(2) The undertaker shall provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, alteration or diversion of a street under this article if there would otherwise be no such access.

(3) Without prejudice to the generality of paragraph (1) the undertaker may—

- (a) temporarily stop up, alter or divert the streets specified in Columns (1) and (2) of Schedule 3 (streets to be temporarily stopped up); and
- (b) in relation to any footpath specified in Columns (1) and (2) of Schedule 3 temporarily stop up, alter or divert the footpath to the extent of the diversion zone for that footpath shown on the public rights of way plans

- (4) The undertaker shall not temporarily stop up, alter or divert—
- (a) any street specified in paragraph (3) without notifying the relevant planning authority; and
 - (b) any other street without notifying the relevant planning authority which may attach reasonable conditions to any consent.

save as agreed in advance by the relevant planning authority, any notification under this paragraph must be made at least 14 days prior to the temporary stopping up, alteration or diversion taking place.

(5) Any person who suffers loss by the suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

Access to works and temporary highways alterations

- 10.** The undertaker may, for the purposes of the authorised project—
- (a) form and lay out a means of access, or improve an existing means of access, in the locations specified in columns (1) and (2) of Schedule 4 (access to works);
 - (b) after consultation with the highway authority and with the approval of the relevant planning authority form and lay out such other means of access or improve an existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project; and
 - (c) after consultation with the highway authority and with the approval of the relevant planning authority carry out the temporary highways alterations.

Agreements with a highway authority

- 11.—**(1) A highway authority and the undertaker may enter into agreements with respect to—
- (a) any temporary stopping up, alteration or diversion of a street authorised by this Order; or
 - (b) the carrying out in the street of any of the works referred to in article 8(1) (streets).
- (2) Such an agreement may, without prejudice to the generality of paragraph (1)—
- (a) make provision for the highway authority to carry out any function under this Order which relates to the street in question;
 - (b) include an agreement between the undertaker and highway authority specifying a reasonable time for the completion of the works; and
 - (c) contain such terms as to payment and otherwise as the parties consider appropriate.

PART 4

Supplemental powers

Discharge of water

12.—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain subject to the obtaining of consent and approval respectively pursuant to paragraphs (3) and (4).

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) shall be determined as if it were a dispute

under section 106 of the Water Industry Act 1991(a) (right to communicate with public sewers).

(3) The undertaker shall not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but shall not be unreasonably withheld.

(4) The undertaker shall not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval shall not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker shall not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of any watercourse forming part of a main river.

(6) The undertaker shall take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2010 (b).

(8) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or gives approval as the case may be.

(9) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, an internal drainage board or a local authority; and
- (b) save as provided in article 2 other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991, as amended by the Environmental Permitting (England and Wales) Regulations 2010 have the same meaning as in that Act.

Authority to survey and investigate the land

13.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) Paragraph (1) shall not authorise the undertaker to carry out any of the actions listed in subparagraphs (a) to (d) on any land seaward of MHWS.

(a) 1991 c.56. Section 106 was amended by sections 36(2) and 99 of the Water Act 2003 (c.37), and amended by sections 32 and 42 of, and paragraph 16(2) of Schedule 3 to, the Flood and Water Management Act 2010 (date in force to be appointed see section 49(3)(h)(i)). There are other amendments to this section which are not relevant to this Order.

(b) S.I. 2010/675, as amended by the Environmental Permitting (England and Wales) (Amendment) Regulations 2011 (S.I. 2011/2043), the Environmental Permitting (England and Wales) (Amendment No. 2) Regulations 2011 (S.I. 2011/2933), the Environmental Permitting (England and Wales) (Amendment) Regulations 2012 (S.I. 2012/630), the Controlled Waste (England and Wales) Regulations 2012 (S.I. 2012/811).

(3) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(4) Any person entering land under this article on behalf of the undertaker—

- (a) shall, if so required on entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(5) No trial holes shall be made under this article—

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority.

(6) The undertaker shall compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If either a highway authority or street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the consent—

- (a) under paragraph (5)(a) in the case of a highway authority; or
- (b) under paragraph (5)(b) in the case of a street authority,

that authority is deemed to have granted consent.

PART 5

Powers of acquisition

Compulsory acquisition of land

14.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate, or is incidental, to it.

(2) This article is subject to article 16 (time limit for exercise of authority to acquire land compulsorily) article 17(2) (compulsory acquisition of rights), article 24(9) (temporary use of land for carrying out the authorised project) and article 40 (crown rights).

(3) From the day on which a compulsory acquisition notice is served or the day on which the Order land, or any part of it, is vested in the undertaker, whichever is the later, the land or that part of it that is vested (as the case may be) is discharged from all rights, trusts and incidents to which it was previously subject.

Compulsory acquisition of land – incorporation of the mineral code

15. Parts 2 and 3 of Schedule 2 to the Acquisition of Land Act 1981(a) (minerals) are incorporated in this Order subject to the modifications that—

- (a) paragraph 8(3) is not incorporated;
- (b) for the “acquiring authority” substitute “the undertaker”; and
- (c) for the “undertaking” substitute “authorised project”.

Time limit for exercise of authority to acquire land compulsorily

16.—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat shall be served under Part 1 of the 1965 Act; and

(b) no declaration shall be executed under section 4 of the 1981 Act as applied by article 20 (application of the Compulsory Purchase (Vesting Declarations) Act 1981(a)).

(2) The authority conferred by article 24 (temporary use of land for carrying out the authorised project) shall cease at the end of the period referred to in paragraph (1), except that nothing in this paragraph shall prevent the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

17.—(1) Subject to paragraph (2) the undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 14 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) In the case of the Order land specified in column (1) of Schedule 5 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of such restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 of the 1965 Act as substituted by paragraph 5 of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights and restrictive covenants) (other provision as to divided land) where the undertaker acquires a right over land or the benefit of a restrictive covenant under paragraph (1) or (2) the undertaker shall not be required to acquire a greater interest in that land.

(4) Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights and restrictive covenants) shall have effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case, where the acquisition of new rights under paragraph (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) shall be subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Private rights

18.—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under this Order shall be extinguished—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under this Order

(a) 1981 c.67 sub-paragraphs (5) of paragraph 1 of Part 1 of Schedule 2 was amended by section 67 of and paragraph 27(3) of Schedule 9 to the Coal Industry Act (1994 (c.21) and paragraph 8 of part 3 of Schedule 2 was amended by section 46 of the Criminal Justice Act 1982 (c.48). There are other amendments to the 1981 Act which are not relevant to this Order.

are extinguished in so far as their continuance would be inconsistent with the exercise of the right or restrictive covenant—

- (a) as from the date of the acquisition of the right by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights over land owned by the undertaker which, being within the limits of land which may be acquired shown on the land plans, is required for the purposes of this Order shall be extinguished on the appropriation of the land by the undertaker for any of those purposes.

(4) Subject to the provisions of this article, all private rights over land of which the undertaker takes temporary possession under this Order shall be suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

(5) Any person who suffers loss by the extinguishment or suspension of any private right under this article shall be entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 27 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) shall have effect subject to—

- (a) any notice given by the undertaker before—
 - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
 - (ii) the undertaker's appropriation of it;
 - (iii) the undertaker's entry onto it; or
 - (iv) the undertaker's taking temporary possession of it,that any or all of those paragraphs shall not apply to any right specified in the notice; and
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(8) If any such agreement as is referred to in paragraph 7(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

it shall be effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(9) References in this article to private rights over land include reference to any trusts or incidents to which the land is subject.

Power to override easements and other rights

19.—(1) The carrying out or use of development authorised by this Order and the doing of anything else authorised by this Order is authorised for the purpose specified in section 158(2) of the 2008 Act (nuisance: statutory authority), notwithstanding that it involves—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to the user of the land arising by virtue of a contract.

(2) The interests and rights to which this article applies include any easements, liberties, privileges and advantages annexed to land and adversely affecting other land, including any natural right to support, and include restrictions as to the user of the land arising by virtue of a contract having that effect or any other covenants, trusts or incidents.

- (3) Compensation in respect of any interference or breach pursuant to this article—
 - (a) is payable under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance); and
 - (b) will be assessed subject to section 10(2) of the 1965 Act, which applies by virtue of section 152(5) of the 2008 Act; and

any rule or principle applied to the construction of section 10 of the 1965 Act will be applied to the construction of this paragraph (with any necessary modifications).

- (4) Nothing in this article is to be construed as authorising any act or omission on the part of any person that is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1).

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

20.—(1) The Compulsory Purchase (Vesting Declarations) Act 1981(a) shall apply as if this Order were a compulsory purchase order and as if the undertaker were a public authority under section 1(2) of the 1981 Act.

(2) The Compulsory Purchase (Vesting Declarations) Act 1981, as so applied, shall have effect with the following modifications.

(3) In section 3 (preliminary notices), for subsection (1) there shall be substituted

“(1) Before making a declaration under section 4 with respect to any land which is subject to a compulsory purchase order, the acquiring authority shall include the particulars specified in subsection (3) in a notice which is—

- (a) given to every person with a relevant interest in the land with respect to which the declaration is to be made (other than a mortgagee who is not in possession); and
- (b) published in a local newspaper circulating in the area in which the land is situated.

(4) In that section, in subsection (2), for “(1)(b)” there shall be substituted “(1)” and after “given” there shall be inserted “and published”.

(5) In that section, for subsections (5) and (6) there shall be substituted—

“(5) For the purpose of this section, a person has a relevant interest in land if

- (a) that person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in the reversion; or
- (b) that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month.”

(6) In section 5 (earliest date for execution of declaration)—

- (a) in subsection (1), after “publication” there shall be inserted “in a local newspaper circulating in the area in which the land is situated”; and
- (b) subsection (2) shall be omitted.

(7) In section 7 (constructive notice to treat), in subsection (1)(a), the words “(as modified by section 4 of the Acquisition of Land Act 1981)” be omitted.

(a) 1981 c.66. Sections 2(3), 6(2) and 11(6) were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). Section 15 was amended by sections 56 and 321(1) of, and Schedule 8 and 16 to, the Housing and Regenerations Act 2008 (c.17). Paragraph 1 of Schedule 2 was amended by section 76 of, and part 2 of Schedule 9 to, the housing Act 1988 (c.50); section 161(4) of, and Schedule 19 to, the Leasehold Reform, Housing and Urban Development Act 1993 (c.28); and sections 56 and 321(1) of, and Schedule 9 to, the Housing and Regeneration Act 2008. Paragraph 3 of Schedule 2 was amended by section 76 of, and Schedule 9 to, the Housing Act 1988 and section 56 of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 2 of Schedule 3 was repealed by section 277 of, and Schedule 9 to, the Inheritance Act 1984 (c.51). There are other amendments to the 1981 Act which are not relevant to this Order.

(8) References to the 1965 Act in the Compulsory Purchase (Vesting Declarations) Act 1981 shall be construed as references to that Act as applied by section 125 of the 2008 Act to the compulsory acquisition of land under this Order.

Acquisition of subsoil only

21.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 14 (compulsory acquisition of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of land under paragraph (1), the undertaker shall not be required to acquire an interest in any other part of the land.

(3) Paragraph (2) shall not prevent article 23 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Rights under or over streets

22.—(1) The undertaker may enter on and appropriate so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil, or air-space, for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) shall not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation shall not be payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Acquisition of part of certain properties

23.—(1) This article applies instead of section 8(1) of the 1965 Act (other provisions as divided land) (as applied by section 125 of the 2008 Act) where—

- (a) a notice to treat is served on a person (“the owner”) under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of land consisting of a house with a park or garden (“the land subject to the notice to treat”); and
- (b) a copy of this article is served on the owner with the notice to treat.

(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat which states that the owner is willing and able to sell the whole (“the land subject to the counter-notice”).

(3) If no such counter-notice is served within that period, the owner shall be required to sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner shall be required to sell only the land subject to the notice to treat shall, unless the undertaker agrees to take the land subject to the counter-notice, to be referred to the tribunal.

(5) If on such a reference the tribunal determines that the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) in the case of part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner shall be required to sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determines that only part of the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) in the case of part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat shall be deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determines that—

- (a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but
- (b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat shall be deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.

(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determines that—

- (a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and
- (b) the material detriment is not confined to a part of the land subject to the counter-notice,

the notice to treat shall be deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.

(9) Where, by reason of a determination by the tribunal under this article, a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, if it does so, shall pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell only part of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker shall pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.

Temporary use of land for carrying out the authorised project

24.—(1) The undertaker may, in connection with the carrying out of the authorised project—

- (a) enter on and take temporary possession of—

- (i) the land specified in columns (1) and (2) of Schedule 7 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule relating to the part of the authorised project specified in column (4) of that Schedule; and
 - (ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (powers of entry) (other than in connection with the acquisition of rights or restrictive covenants only) and no declaration has been made under section 4 of the 1981 Act;
- (b) remove any buildings and vegetation from that land;
 - (c) construct any permanent or temporary works (including the provision of means of access), haul roads, security fencing, bridges, structures and buildings on that land;
 - (d) use the land for the purposes of a working site with access to the working site in connection with the authorised project; and
 - (e) construct or carry out any works (including mitigation works or operation), or use the land for the purposes of the authorised project.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker shall serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker shall not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land specified in paragraph (1)(a)(i) above after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 7 (land of which temporary possession may be taken); or
- (b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of this land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land or has otherwise acquired the land subject to temporary possession.

(4) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(i), unless otherwise agreed by the owners of the land, the undertaker shall remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker shall not be required to replace a building removed under this article, nor to remove or reposition any apparatus belonging to statutory undertakers or any necessary mitigation works.

(5) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(ii), unless otherwise agreed by the owners of the land, the undertaker shall either acquire the land in accordance with the provisions of paragraph 3(b) or shall remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker shall not be required to replace a building removed under this article.

(6) The undertaker shall pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, shall be determined under Part 1 of the 1961 Act.

(8) Nothing in this article shall affect any liability to pay compensation under section 10(2) of the 1965 Act (further provisions as to compensation for injurious affection) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(9) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker shall not be precluded from carrying out a survey of that land under article 13 (authority to survey and investigate the land).

(10) Where the undertaker takes possession of land under this article, the undertaker shall not be required to acquire the land or any interest in it.

(11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) shall apply to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

Temporary use of land for maintaining authorised project

25.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project;
- (b) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised project; and
- (c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) shall not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house;
- (b) any building (other than a house) if it is for the time being occupied; or
- (c) any land seaward of MHWS.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker shall serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker shall remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker shall pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, shall be determined under Part 1 of the 1961 Act.

(8) Nothing in this article shall affect any liability to pay compensation under section 10(2) of the 1965 Act (further provisions as to compensation for injurious affection) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker shall not be required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) shall apply to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(11) In this article “the maintenance period”, in relation to any part of the authorised project, means the period of 5 years beginning with the date on which that part of the authorised project first exports electricity to the national electricity transmission network.

Protective provisions for specified undertakers

26. Schedule 8 (protective provisions) shall have effect.

Statutory undertakers

27.—(1) Subject to the provisions of Schedule 8 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order limits and described in the book of reference;
- (b) construct the authorised development in such a way as to cross underneath or over apparatus belonging to statutory undertakers and other like bodies within the Order limits; and
- (c) extinguish the rights of, remove, relocate or reposition the apparatus belonging to statutory undertakers over or within the Order limits.

(2) In this article, a reference to a statutory undertaker includes a reference to a public communications provider (as defined in article 29(4) (recovery of costs of new connections)).

No double recovery

28. Compensation is not payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law.

Recovery of costs of new connections

29.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 27 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus shall be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 27, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

shall be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article shall not have effect in relation to apparatus to which Part 3 of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003^(a); and

“public utility undertaker” has the same meaning as in the 1980 Act.

Special Category Land

30.—(1) On the exercise by the undertaker of the Order rights, so much of the special category land as is required for the purposes of the exercise of those rights is discharged from all rights,

(a) 2003 c.21 there are amendments to this Act which are not relevant to this Order.

trusts and incidents to which it was previously subject, so far as their continuance would be inconsistent with the exercise of the Order rights.

(2) In this article—

“Order rights” means rights exercisable over the special category land by the undertaker under article 17 (compulsory acquisition of rights);

“special category land” means the land identified as such on the land plans and numbered 01/01 in the book of reference.

PART 6

Operations

Deemed marine licence under the Marine and Coastal Access Act 2009

31. The undertaker is granted the deemed licence under Part 4 Chapter 1 of the 2009 Act to carry out the works and make the deposits specified in Part 1 of Schedule 9 (Deemed licence under the Marine and Coastal Access Act 2009) subject to the conditions set out in Part 2 of that Schedule.

PART 7

Miscellaneous and general

Application of landlord and tenant law

32.—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it, so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person’s use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants shall prejudice the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law shall apply in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease).

Operational land for purposes of the 1990 Act

33. Development consent granted by this Order shall be treated as specific planning permission for the purposes of section 264(3) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).

Felling or lopping of trees and removal of hedgerows

34.—(1) The undertaker may, for the purposes of the authorised project remove any hedgerows within the Order limits and specified in Schedule 10 (Removal of Hedgerows) that may be required for the purposes of carrying out the authorised project.

(2) In this article “hedgerow” has the same meaning as in the Hedgerow Regulations 1997(a).

(3) The undertaker may fell or lop any tree within or overhanging the Order limits, or cut back its roots if it reasonably believes it to be necessary in order to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(4) In carrying out any activity authorised by paragraph (3)–

- (a) the undertaker shall do no unnecessary damage to any tree or shrub and shall pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) does not apply.

(5) The authority given by paragraph (3) constitutes a deemed consent under the relevant tree preservation order.

(6) Any dispute as to a person’s entitlement to compensation under paragraph (4), or as to the amount of compensation, shall be determined under Part I of the 1961 Act.

Certification of plans etc.

35.—(1) The undertaker shall, as soon as practicable after the making of this Order, submit to the Secretary of State copies of–

- (a) the works plans;
- (b) the Order limits plans;
- (c) the land plans;
- (d) the book of reference;
- (e) the environmental statement;
- (f) the access to works and streets plans;
- (g) the hedgerow plans;
- (h) the public rights of way plans;
- (i) the crossings schedule;
- (j) the design principles document;
- (k) the outline code of construction practice (onshore);
- (l) the outline landscape strategy and ecological management plan;
- (m) the outline traffic management plan;
- (n) the outline onshore written scheme of investigation;
- (o) the outline offshore written scheme of investigation;
- (p) the outline access management plan; and
- (q) the outline offshore operations and maintenance plan

for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified shall be admissible in any proceedings as evidence of the contents of the document of which it is a copy.

(a) S.I 1997/1160

Arbitration

36. Any difference under any provision of this Order, unless otherwise provided for, shall be referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

Guarantees in respect of payment of compensation

37.—(1) The undertaker must not begin to exercise the powers in articles 14 to 25, 27 and 28 of this Order in relation to any land unless it has first put in place either—

- (a) a guarantee in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land, which has been approved by the Secretary of State; or
- (b) an alternative form of security for that purpose which has been approved by the Secretary of State.

(2) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under the Order is to be treated as enforceable against the guarantor by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(3) The guarantee of alternative form of security is to be in place for a maximum of 15 years from the date on which the relevant power is exercised.

Procedure regarding certain approvals

38.—(1) Where an application is made to or request is made of the relevant planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain for any consent, agreement or approval required or contemplated by any of the provisions of this Order such consent, agreement or approval must, if given, be given in writing and is not to be unreasonably withheld or delayed.

(2) Schedule 11 (Discharge of Requirements) is to have effect in relation to all consents, agreements or approvals granted, refused or withheld in relation to the requirements unless otherwise agreed in writing between the undertaker and the relevant planning authority.

Saving provisions for Trinity House

39. Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

Crown rights

40.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee—

- (a) to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—
 - (i) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of The Crown Estate Commissioners;
 - (ii) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
 - (iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department; or

(b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).

(2) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

Signed by authority of the Secretary of State for Energy and Climate Change

Address [Name]
Date Head of National Infrastructure Consents
Department of Energy and Climate Change

SCHEDULE 1

Article 2

Authorised project

PART 1

Authorised development

1. Development which, pursuant to a direction made by the Secretary of State on 14 November 2013, is development for which development consent is required on the bed of the North Sea approximately 33 kilometres off the coast of Lincolnshire and 46 kilometres off the coast of North Norfolk within the Renewable Energy Zone and within the County of Lincolnshire and the District of East Lindsey and Borough of Boston, comprising -

Work No. 1 – up to 6 cables for the transmission of high voltage alternating current electricity laid on or beneath the seabed between the collector substations and Work No 2 including pipeline crossings and cable protection;

In the County of Lincolnshire, district of East Lindsey

Work No. 2 – up to 6 cables for the transmission of high voltage alternating current electricity laid on or beneath the seabed and/or underground in cable ducts from mean low water connecting Work No 1 and Work No 3;

Work No 3 - up to 6 cables connecting up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground including in cable ducts connecting Work No 2 and Work No 5; Work No 3A; access to Work No 2, including the construction of haul roads; and Work No 3B;

Work No 3A – up to six landfall transition joint bays including ground preparation and ground raising;

Work No 3B – a temporary construction compound;

Work No 4 – upgrading of the existing access to provide a permanent access from Roman Bank to Work Nos 2 and 3;

Work No 5 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 3 in a generally south-south westerly direction for a distance of 5.5km to Work No 7 including access for construction from the public highway and temporary haul roads;

Work No 6 – a temporary construction compound to the north side of the A52 highway including access from the public highway;

Work No 7 - a temporary construction compound to the south side of the A52 highway including access from the public highway;

Work No 8 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 5 in a generally south-south westerly direction for a distance of 4.9km to Work No 9 including access for construction from the public highway and temporary haul roads;

Work No 9 – the IEC enabling works; Work No 9A for the compensation of reactive power; and landscaping and drainage, utilities connections, temporary and permanent access roads, a security gate, cabling and ducting to the south of Marsh Lane near Orby;

Work No 9A – the intermediate electrical compound;

Work No 10 – a temporary construction compound for Work No 9 including access from the public highway;

Work No 11 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 9 in a generally south-south westerly direction for a distance of 3.3km to Work No 14 including accesses for construction from the public highway and temporary haul roads;

Work No 12 – a temporary construction compound to the north side of the A158 highway including access from the public highway;

Work No 13 - a temporary construction compound to the south side of the A158 highway including access from the public highway;

Work No 14 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 11 in a generally south westerly direction for a distance of 6.3km to Work No 17 including the construction of a temporary haul road and accesses for construction;

Work No 15 – a temporary construction compound to the south of Tipp Lane including access from the public highway;

Work No 16 – a temporary construction access to the south of the Lymn;

Work No 17 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 14 in a generally south westerly direction for a distance of 0.4km to Work No 19 including accesses for construction from the public highway and temporary haul roads;

Work No 18 – a temporary construction compound to the west of Steeping River including access from the public highway;

Work No 19 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 17 in a generally south westerly direction for a distance of 2.3km to Work No 21 including accesses for construction from the public highway and temporary haul roads;

Work No 20 – a temporary construction compound to the south side of Station Road including access from the public highway;

Work No 21 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 19 in a generally south westerly direction for a distance of 2.5km to Work No 22 including accesses for construction from the public highway and temporary haul roads;

Work No 22 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 21 in a generally south westerly direction for a distance of 4.4km to Work No 24 including accesses for construction from the public highway and temporary haul roads;

Work No 23 – a temporary construction compound to the east side of Hobhole Bank including access from the public highway;

Work No 24 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 22 in a generally south westerly direction for a distance of 1.3km to Work No 26 including accesses for construction from the public highway and temporary haul roads;

Work No 25 – a temporary construction compound to the north side of Fodder Dike including access from the public highway;

Work No 26 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 24 in a generally south-south westerly direction for a distance of 4.3km to Work No 29 including accesses for construction from the public highway and temporary haul roads;

Work No 27 – a temporary construction compound to the east side of the A16 highway including access from the public highway;

Work No 28 - a temporary construction compound to the west side of the A16 highway including access from the public highway;

Work No 29 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 26 in a generally south westerly direction for a distance of 3.6km to Work No 31 including accesses for construction from the public highway and temporary haul roads;

Work No 30 – a temporary construction compound to the west side of Staunt Road including access from the public highway;

Work No 31 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 29 in a generally south westerly direction for a distance of 1.0km to Work No 33 including accesses for construction from the public highway and temporary haul roads;

Work No 32 – a temporary construction compound to the east side of Carrington Road including access from the public highway;

Work No 33 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 31 in a generally south-south westerly direction for a distance of 5.0km to Work No 37 including accesses for construction from the public highway and temporary haul roads;

Work No 34 – a temporary construction compound to the north side of Leagate Road including access from the public highway;

Work No 35 - a temporary construction compound to the north side of Mere Booth Road including access from the public highway;

Work No 36 - a temporary construction compound to the south side of Mere Booth Road including access from the public highway;

In the County of Lincolnshire, borough of Boston

Work No 37 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 33 in a generally south westerly direction for a distance of 2.3km to Work No 39 including accesses for construction from the public highway and temporary haul roads;

Work No 38 – a temporary construction compound to the north side of North Forty Foot Bank including access from the public highway;

Work No 39 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 37 in a generally south-south westerly direction for a distance of 3.9km to Work No 42 including accesses for construction from the public highway and temporary haul roads;

Work No 40 – a temporary construction compound to the north side of Sutterton Drove including access from the public highway;

Work No 41 – a temporary construction compound to the west side of Claydike Bank including access from the public highway;

Work No 42 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 39 in a generally south-south westerly direction for a distance of 1.8km to Work No 44 including accesses for construction from the public highway and temporary haul roads;

Work No 43 – a temporary construction compound to the north side of the A17 highway including access from the public highway;

Work No 44 – up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 42 in a generally south-south westerly direction for a distance of 0.6km to Work No 46 including accesses for construction from the public highway and temporary haul roads;

Work No 45 – a temporary construction compound to the south side of the A17 highway including access from the public highway;

Work No 46 - up to 6 electrical circuits for the transmission of high voltage alternating current electricity laid underground in cable ducts from Work No 44 in a generally south westerly direction for a distance of 3.4km to Work No 50 including accesses for construction from the public highway and temporary haul roads;

Work No 47A - a temporary construction compound to the west side of the A17 highway and to the north of Work No 49 including access from the public highway;

Work No 48 – a permanent access from the A17 to Work No 50, including security gates;

Work No 49 - a temporary access from the A17 to Work No 50, including security fencing and access from the public highway;

Work No 50 – the substation enabling works; Work No 50A for the connection of the electrical circuits to the transmission network; the substation enabling works and landscaping and drainage, utilities connections, temporary and permanent access roads, a security gate, cabling and ducting to the north west of the existing National Grid substation at Bicker Fen;

Work No 50A – the substation compound;

Work No 51 – the temporary construction compound for Work No 50;

Work No 52 – up to 4 electrical circuits for the transmission of high voltage alternating current electricity including earthing connections between Work Nos 50 and 55 laid underground in cable ducts from Work No 50 in a generally south easterly direction for a distance of 1.3km to the connection point at the National Grid substation at Bicker Fen including earthing connections between Work Nos 50 and 54, accesses for construction, operations and maintenance;

Work No 53 – a temporary construction compound to the north side of the National Grid substation at Bicker Fen.

2. Associated development comprising the following scheduled works:

Work No 54 – unlicensed works at the National Grid substation at Bicker Fen including cable ducts and cabling; Work No 54A; Work No 54B; and electrical earthing works.

Work No 54A –connecting bays at the northern part of the National Grid substation at Bicker Fen housing circuit breakers, cable sealing ends, dis-connectors, surge arrestors, transformers, busbars and busbar clamps, measuring equipment and relay/marshalling rooms;

Work No 54B –a connection bay at the southern part of the National Grid substation at Bicker Fen housing circuit breakers, cable sealing ends, dis-connectors, surge arrestors, transformers, busbars and busbar clamps, measuring equipment and relay/marshalling rooms;

Work No 55 – up to 2 electrical circuits for the transmission of high voltage alternating current electricity including earthing connections between Work Nos 52 and 54 laid underground in cable ducts from Work No 52 in a generally southerly direction for a distance of 0.3 kilometres to Work No 54B including landscaping.

Work No 56 – temporary highways alterations.

In connection with Work Nos 2 to 56 the undertaker is granted development consent for the further associated development shown on the plans referred to in the requirements, or approved pursuant to the requirements, including—

- (a) ramps, means of access and footpaths;
- (b) bunds, embankments, swales, landscaping and boundary treatments;
- (c) habitat creation;
- (d) boreholes;
- (e) jointing bays, manholes, link boxes, marker posts and other works associated with the installation of cable ducts and electrical circuits including trenchless techniques, tunnelling works beneath sea defences, watercourses and roads and trenchless techniques launch and receptor pits;
- (f) water supply works, foul drainage provision and surface water management systems;
- (g) temporary structures including those needed to facilitate the crossing of watercourses including bailey bridges;
- (h) temporary construction laydown areas and compounds, including accesses and their restoration;
- (i) temporary drilling and tunnelling compounds and working areas and their restoration;
- (j) works to remove, reconstruct or alter the position of apparatus including mains, sewers, drains, cables and pipelines; and
- (k) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project,

which fall within the scope of the works assessed by the environmental statement.

The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below and more particularly shown on the Order limits plans.

Coordinates for the Order limits seaward of MHWS

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>		<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
AI	53° 32' 16.234" N	0° 51' 40.692" E		G	53° 17' 0.671" N	0° 23' 40.084" E
AJ	53° 24' 31.248" N	0° 59' 39.385" E		H	53° 17' 20.885" N	0° 24' 5.700" E
AS	53° 22' 56.159" N	0° 46' 8.201" E		I	53° 17' 25.462" N	0° 24' 16.736" E
AT	53° 22' 35.877" N	0° 45' 39.771" E		J	53° 19' 9.809" N	0° 25' 20.599" E
AU	53° 20' 58.870" N	0° 45' 30.470" E		K	53° 19' 38.094" N	0° 25' 44.472" E
AV	53° 20' 18.829" N	0° 44' 23.598" E		L	53° 20' 27.460" N	0° 26' 42.541" E
AW	53° 20' 2.612" N	0° 43' 18.260" E		M	53° 20' 43.520" N	0° 27' 29.635" E
AX	53° 20' 1.822" N	0° 41' 58.661" E		N	53° 20' 46.705" N	0° 28' 38.086" E
AY	53° 20' 4.107" N	0° 41' 22.273" E		O	53° 20' 39.043" N	0° 34' 13.401" E

AZ	53° 20' 1.898" N	0° 40' 30.850" E		P	53° 20' 31.962" N	0° 35' 58.445" E
BA	53° 19' 58.395" N	0° 39' 51.749" E		Q	53° 20' 32.022" N	0° 36' 28.081" E
BB	53° 19' 59.805" N	0° 37' 16.544" E		R	53° 20' 35.314" N	0° 37' 11.880" E
BC	53° 19' 56.528" N	0° 36' 32.931" E		S	53° 20' 33.895" N	0° 39' 46.605" E
BD	53° 19' 56.382" N	0° 35' 55.878" E		T	53° 20' 37.303" N	0° 40' 24.656" E
BE	53° 20' 3.584" N	0° 34' 8.235" E		U	53° 20' 39.751" N	0° 41' 23.781" E
BF	53° 20' 11.127" N	0° 28' 36.545" E		V	53° 20' 37.410" N	0° 42' 1.047" E
BG	53° 20' 7.964" N	0° 27' 43.904" E		W	53° 20' 37.931" N	0° 43' 9.122" E
BH	53° 20' 1.938" N	0° 27' 23.706" E		X	53° 20' 47.002" N	0° 43' 46.826" E
BI	53° 19' 17.721" N	0° 26' 33.517" E		Y	53° 21' 11.473" N	0° 44' 32.598" E
BJ	53° 18' 55.345" N	0° 26' 14.927" E		Z	53° 22' 14.571" N	0° 44' 36.340" E
BK	53° 17' 2.447" N	0° 25' 4.201" E		AA	53° 22' 50.453" N	0° 44' 45.224" E
BL	53° 16' 54.685" N	0° 24' 46.623" E		AB	53° 23' 37.771" N	0° 45' 8.186" E
BM	53° 16' 37.940" N	0° 24' 25.834" E		AC	53° 24' 10.968" N	0° 45' 42.526" E
BN	53° 16' 4.626" N	0° 23' 15.114" E		AD	53° 25' 2.619" N	0° 44' 32.111" E
BO	53° 15' 55.271" N	0° 21' 40.714" E		AE	53° 28' 4.193" N	0° 44' 10.434" E
BP	53° 15' 52.991" N	0° 20' 45.646" E		AF	53° 28' 19.752" N	0° 44' 13.790" E
BQ	53° 15' 51.994" N	0° 20' 34.705" E		AG	53° 29' 12.732" N	0° 41' 28.840" E
BR	53° 15' 51.249" N	0° 19' 42.683" E		AH	53° 31' 42.626" N	0° 42' 58.368" E
BS	53° 15' 58.542" N	0° 19' 24.827" E		AR	53° 24' 6.378" N	0° 48' 43.578" E
BT	53° 16' 0.730" N	0° 19' 19.467" E		AQ	53° 24' 46.233" N	0° 49' 44.994" E
A	53° 16' 6.688" N	0° 19' 15.877" E		AP	53° 25' 38.625" N	0° 52' 49.002" E
B	53° 16' 23.419" N	0° 19' 35.327" E		AO	53° 25' 38.029" N	0° 53' 0.402" E
C	53° 16' 27.466" N	0° 20' 29.534" E		AN	53° 25' 21.824" N	0° 53' 25.522" E
D	53° 16' 28.433" N	0° 20' 40.181" E		AM	53° 24' 38.801" N	0° 55' 38.414" E
E	53° 16' 30.664" N	0° 21' 34.324" E		AL	53° 24' 39.002" N	0° 56' 17.146" E
F	53° 16' 38.211" N	0° 22' 53.464" E		AK	53° 24' 31.246" N	0° 56' 45.454" E

PART 2

Ancillary works

1. Works and operations within the Order limits and which fall within the scope of the work assessed by the environmental statement comprising:

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (b) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works;
- (c) temporary works for the protection of land or structures affected by the authorised development;
- (d) cable route preparation works including grapnel runs and pre-lay jetting; and
- (e) the removal, reconstruction or alteration of the position of subsea cables.

PART 3

Requirements

Interpretation

1. In this Part of this Schedule–

“AIS” means air insulated switchgear;

“AOD” means above ordnance datum;

“above ground infrastructure” means the buildings, busbars, capacitors, reactors, reactive power compensation equipment, filters, cooling equipment, control and welfare buildings, lightning rods, security fencing and other associated equipment, structures and buildings including noise attenuation panels required for the intermediate electrical compound and the substation compound;

“GIS” means gas insulated switchgear;

“stage” means one of the twenty eight stages of the onshore works comprised in—

- (a) The IEC enabling works;
- (b) The substation enabling works;
- (c) Works No 3 and 4 including Work Nos 3A and 3B (using the temporary construction compound at Work No 3B);
- (d) Work No 5 (using the temporary construction compound at Work No 6);
- (e) Work No 8 (using the temporary construction compound at Work No 7);
- (f) Work No 9, (using the temporary construction compound at Work No 10);
- (g) Work No 9A (using the temporary construction compound at Work No 10);
- (h) Work No 11 (using the temporary construction compounds at Work Nos 12 and 13);
- (i) Work No 14 (using the temporary construction compound at Work No 15 and access at Work No 16);
- (j) Work No 17;
- (k) Work No 19 (using the temporary construction compound at Work No 18);
- (l) Work No 21 (using the temporary construction compound at Work No 20);
- (m) Work No 22 (using the temporary construction compound at Work No 23);
- (n) Work No 24 (using the temporary construction compound at Work No 25);
- (o) Work No 26 (using the temporary construction compounds at Work Nos 27 and 28);
- (p) Work No 29 (using the temporary construction compound at Work No 30);
- (q) Work No 31 (using the temporary construction compound at Work No 32);
- (r) Work No 33 (using the temporary construction compounds at Work Nos 34, 35 and 36);
- (s) Work No 37 (using the temporary construction compound at Work No 38);
- (t) Work No 39 (using the temporary construction compounds at Work Nos 40 and 41);
- (u) Work No 42 (using the temporary construction compound at Work No 43);
- (v) Work No 44 (using the temporary construction compound at Work No 45);
- (w) Work No 46 (using the temporary construction compound at Work No 47A or Work No 51 and access at Work No 48);
- (x) Work Nos 48 and 49 (using the temporary construction compound at Work No 47A);
- (y) Work No 50 (using the temporary construction compound at Work No 51);
- (z) Work No 50A (using the temporary construction compound at Work No 51);
- (aa) Work No 52 (using the temporary construction compound at Work No 53); and
- (bb) Work No 55 (using the temporary construction compound at Work No 53),

or such other stage of the onshore works agreed in writing with the relevant local planning authority.

Time Limits

2. The authorised development must commence no later than the expiration of five years beginning with the date on which this Order comes into force.

Detailed offshore design parameters

- 3.—(1) The total length of the cables comprising Work No 1 must not exceed 396 kilometres.
- (2) The total amount of cable protection for the cables comprising Work No 1 must not exceed 367,200 square metres and 320,760 cubic metres.

Offshore decommissioning

4. No part of the development below MHWS shall commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act has been submitted to the Secretary of State for approval.

Detailed design onshore

5.—(1) The IEC enabling works and the substation enabling works must not be commenced until details of the ground raising and stoned site platform have been submitted to and approved by the relevant planning authority.

(2) No part of Work No 9A shall commence until details of the layout, scale and external appearance of the above ground infrastructure including permanent fencing relating to Work No 9A have been submitted to and approved by the relevant planning authority.

(3) No part of Work No 50A shall commence until:

- (a) details of the layout, scale and external appearance of the above ground infrastructure including permanent fencing relating to Work No 50A have been submitted to and approved by the relevant planning authority; and
- (b) the undertaker has notified the relevant planning authority whether AIS or GIS shall be installed for Work No 50A.

(4) Any details provided by the undertaker pursuant to paragraphs (2) and (3) must where relevant be in accordance with the design principles document and be within the Order limits.

(5) Finished floor levels for Work Nos 9A and 50A must, following consultation with the Environment Agency, be based upon the results of topographic surveys.

(6) In relation to Work No 3A—

- (a) The total area in which the landfall transition joint bays may be contained shall not exceed 20,288 square metres;
- (b) The total area of land raising shall not exceed 5000 square metres; and
- (c) The total number of landfall transition joint bays shall not exceed six.

(7) In relation to Work No 9A:

- (a) The highest part of any building shall not exceed 16.54 metres AOD;
- (b) The highest part of any external electrical equipment, excluding lightning rods, shall not exceed 14.04 metres AOD;
- (c) The total number of lightning rods within the fenced compound shall not exceed 4 and the height of any lightning rod shall not exceed 21.54m AOD;
- (d) The total area of the fenced compound (excluding its accesses) must not exceed 17,000 square metres; and
- (e) Any GIS building may only be located within the dotted area shown within Work No 9A on the works plans.

(8) In relation to Work No 50A:

- (a) If AIS is installed:
 - (i) The highest part of any building shall not exceed 10 metres AOD;
 - (ii) The highest part of any external electrical equipment, excluding lightning rods, shall not exceed 15 metres AOD; and
 - (iii) The total area of the fenced compound (excluding its accesses) must not exceed 86,000 square metres.
- (b) If GIS is installed:
 - (i) The highest part of any building shall not exceed 16 metres AOD;
 - (ii) The highest part of any external electrical equipment, excluding lightning rods, shall not exceed 13.5m AOD;
 - (iii) The total area of the fenced compound (excluding its accesses) must not exceed 69,000 square metres; and
- (c) The total number of lightning rods within the fenced compound shall not exceed 22 and the height of any lightning rod shall not exceed 21m AOD.

(9) In relation to Work No 54:

- (a) The total number of connection bays shall not exceed two;
- (b) The connection bays may only be located within the hatched areas shown within Work Nos 54A and 54B on the works plans; and
- (c) In the event that two connection bays are accommodated within Work No 54A, Work Nos 54B and 55 must not be constructed.

(10) Unless otherwise agreed by the relevant planning authority, following consultation with the relevant drainage boards, the Environment Agency and the highways authority, where identified in the crossings schedule for the purpose of passing under a relevant obstruction trenchless techniques shall be used to install the cable ducts and electrical circuits within Work Nos 2, 3, 5, 8, 11, 14, 17, 19, 21, 22, 24, 26, 29, 31, 33, 37, 39, 42, 44 and 46.

(11) (a) At least three months prior to the commencement of the onshore cable works the undertaker must:

- (i) submit a cable route sequencing plan to the relevant planning authority including details of the indicative sequencing of the onshore cable works; and
 - (ii) notify the public and landowners of the sequencing of the onshore cable works in accordance with the Communications Plan agreed as part of the Code of Construction Practice;
- (b) any cable route sequencing plan submitted in accordance with sub-paragraph (i) may be updated, as required, from time to time, and communicated to landowners and the public in accordance with the Code of Construction Practice.

(12) For the purposes of paragraph (11) “onshore cable works” means works Nos 3, 5, 8, 11, 14, 17, 19, 21, 22, 24, 26, 29, 31, 33, 37, 39, 42, 44, 46 and 52.

Provision of landscaping

6.—(1) Work Nos 9A and 50A shall not commence until a written landscaping scheme and associated work programme (in accordance with the outline landscape strategy and ecological management plan) for the relevant work has been submitted to and approved by the relevant planning authority.

(2) The written landscaping scheme must include details of all proposed hard and soft landscaping works, including—

- (a) location, number, species, size and planting density of any proposed planting, including any trees; and
- (b) implementation timetables for all landscaping works.

(3) In the event that Work No 55 is constructed, prior to the completion of the unlicensed works and following consultation with National Grid, a written landscaping scheme and associated work programme (in accordance with the outline landscape strategy and ecological management plan) must be submitted to and approved by the relevant planning authority.

Implementation and maintenance of landscaping

7.—(1) All landscaping works must, where relevant, be carried out in accordance with the landscaping scheme approved under requirement 6.

(2) Any tree or shrub planted as part of an approved landscaping scheme that, within ten years after planting, is removed, dies or becomes, in the reasonable opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted.

Highway accesses and improvements

8.—(1) No stage of the onshore works shall commence until for that stage written details which accord with the outline access management plan of the siting, design, layout, sequencing and timing and any access management measures for any new permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway, have, after consultation with the highway authority, been submitted to and approved by the relevant planning authority.

(2) The highway accesses for that stage must, where relevant, be constructed or altered, and the works described in paragraph (1) in relation to access management measures must be carried out, in accordance with the approved details before the relevant highway accesses are brought into use for the purposes of the authorised development.

(3) No stage of the onshore works shall commence until for that stage a scheme of temporary highways alterations within the highway boundary has after consultation with the highway authority been submitted to and approved by the relevant planning authority.

(4) The temporary highways alterations for that stage must, where relevant, be constructed in accordance with the approved details before they are brought into use for the purposes of the authorised development.

Fencing and other means of enclosure

9.—(1) No stage of the onshore works shall commence until for that stage written details of all proposed temporary fences, walls or other means of enclosure have been submitted to and approved by the relevant planning authority.

(2) All temporary construction compounds must remain securely fenced in accordance with the approved details at all times during construction of the onshore works.

(3) Save in relation to the beach works, any temporary fencing must be removed on completion of the relevant stage of the onshore works. Temporary fencing for the beach works must be removed on completion of construction of those works excluding testing.

(4) Any approved permanent fencing in relation to Work Nos 9A and 50A must be completed before the relevant work is brought into use and maintained for the operational lifetime of Work Nos 9A and 50A.

(5) For the purposes of this requirement “beach works” means Work No 2 and works related to the installation of cable ducts and cable circuits within Work No 3 but excluding Work Nos 3a and 3b.

Requirement for surface water drainage scheme

10.—(1) Works Nos 9, 50, 54A and 54B shall not commence until a surface water drainage scheme for the relevant work, or part of the relevant work has, after consultation with

Lincolnshire County Council and the relevant drainage board/s, been submitted to and approved by the relevant planning authority.

(2) The surface water drainage scheme submitted under paragraph (1) shall be based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development and must be in accordance with the surface water drainage strategy submitted as part of the Flood Risk assessment included within the environmental statement.

(3) Where relevant to the work, or part of the relevant work, the scheme must include:

- (a) provision for limiting the surface water run-off generated by all rainfall events up to the 1:100 year plus 20% (for climate change) critical rain storm so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site;
- (b) provision of surface water run-off attenuation storage to accommodate the difference between the allowable discharge rates and all rainfall events up to the 1:100 year plus 20% (for climate change) critical rain storm;
- (c) detailed design (plans, cross sections and calculations) in support of any surface water drainage scheme, including details of any attenuation system, and the outfall arrangements;
- (d) details of how the scheme is to be maintained and managed after completion; and
- (e) details of percolation testing (carried out in accordance with BRE Digest 365 or CIRIA guidance R156) to demonstrate that the use of infiltration techniques are suitable.

(4) For the purposes of paragraph (1) “the relevant drainage board/s” are those drainage board/s within the meaning of section 25 of the Land Drainage Act 1991 for the area in which the work is located.

Requirement for foul water drainage scheme

11.—(1) Work Nos 9 and 50 shall not commence until a detailed foul water drainage scheme (including means of pollution control) for the relevant work or part of the relevant work has, after consultation with Anglian Water Services and the Environment Agency, been submitted to and approved by the relevant planning authority.

Archaeology

12.—(1) No stage of the onshore works shall commence until, for that stage, a stage specific written scheme of investigation in accordance with the outline onshore written scheme of investigation has been submitted to and approved by the relevant planning authority.

(2) The approved written stage specific scheme must identify areas where archaeological work is required, and the measures to be taken to protect, record or preserve any significant archaeological remains, as defined in the outline onshore written scheme of investigation, that may be found.

(3) Any archaeological works must be carried out by a suitably qualified and competent person or body previously notified to the relevant planning authority.

(4) Pre-construction archaeological surveys must be carried out in accordance with the details set out in the outline onshore written scheme of investigation.

Ecological management plan and removal of hedgerows

13.—(1) No stage of the onshore works shall commence until for that stage a written ecological management plan (which accords with the outline landscape strategy and ecological management plan) reflecting the survey results and ecological mitigation and enhancement measures included in the environmental statement has after consultation with the appropriate statutory nature conservation body been submitted to and approved by the relevant planning authority.

(2) The ecological management plan must include an implementation timetable and measures to be taken to reinstate hedgerows on completion of the relevant stage of the onshore works.

(3) Any hedgerow removal must be carried out in accordance with the details set out in the outline landscape strategy and ecological management plan.

Code of construction practice (onshore)

14.—(1) No stage of the onshore works shall commence until for that stage a code of construction practice in accordance with the outline code of construction practice (onshore) has, after consultation with the Environment Agency, been submitted to and approved by the relevant planning authority. The code of construction practice must, where relevant, cover all the matters set out in the outline code of construction practice.

(2) The code of construction practice must include—

- (a) construction method statements, including the management of public rights of way and methods (including both trenchless and non-trenchless techniques) for the crossing of watercourses; main river crossings shall be undertaken using trenchless methods only;
- (b) a health and safety plan;
- (c) a scheme for noise and vibration management during construction;
- (d) an air quality management plan;
- (e) a soil management plan;
- (f) an artificial light emissions plan;
- (g) a site waste management plan;
- (h) a pollution prevention and emergency incident response plan;
- (i) a construction environment management plan; and
- (j) a communications plan.

(3) The code of construction practice approved in relation to the relevant stage of the onshore works must be followed in relation to that stage of the onshore works.

Unexpected contamination

15.—(1) If, during any stage of the authorised development, contamination not identified or addressed within the relevant code of construction practice is found to be present within the Order limits then no further development in the vicinity of the contamination shall be carried out until, following consultation with the Environment Agency, a written scheme to deal with the associated risks has been submitted to and approved by the relevant planning authority.

(2) The scheme must include an investigation and assessment report, prepared by a specialist consultant notified in advance to the relevant planning authority, to identify the extent of any contamination and the remedial measures to be taken to render the land fit for its intended purpose, together with a management plan which sets out long-term measures with respect to any contaminants remaining on site.

(3) No remedial work identified in accordance with paragraph (2) is to be carried out until the scheme has been approved.

Control of operational artificial light emissions

16.—(1) Work Nos 9A and 50A shall not be brought into operation until a written scheme for the management and mitigation of artificial light emissions for the relevant work, has been submitted to and approved by the relevant planning authority.

(2) The approved schemes for the management and mitigation of artificial light emissions must be implemented before and maintained for the lifetime of Work Nos 9A and 50A.

Construction hours

17.—(1) Save as otherwise agreed in the code of construction practice and subject to paragraphs (2) and (3), construction of the onshore works and construction-related traffic movements to or from the site of the relevant work shall only take place between 0700 hours and 1900 hours Monday to Saturday with no activity on Sundays or bank holidays.

(2) If agreed in advance with the relevant planning authority construction of the onshore works and construction related traffic movements to or from the site of the relevant work may take place outside the hours specified in paragraph (1) for certain identified works, including—

- (a) where continuous periods of construction are required for works such as concrete pouring and finishing, electrical circuit pulling and jointing, and testing;
- (b) for the delivery and unloading of abnormal loads;
- (c) for the landfall works; and
- (d) any other time critical element of the onshore works; or
as otherwise agreed in the code of construction practice.

(3) Save for paragraph (4), all construction works which are to be undertaken outside the hours specified in paragraph (1) must be agreed in advance with the relevant planning authority.

(4) In respect of trenchless techniques—

- (a) where continuous 24 hour working is required, the undertaker shall notify the relevant planning authority in advance of such works; and
- (b) where a trenchless technique is to take place within 100m of an occupied dwelling, the works shall take place in accordance with the construction hours specified in paragraph (1) unless otherwise agreed in advance with the resident of that dwelling and notified to the relevant planning authority.

Control of noise during operational phase

18.—(1) The rating level of the overall operational noise immissions from Work No 9A shall not exceed 35 dB $L_{Aeq\ 5\ min.}$ free-field (as defined in and measured in accordance with BS4142:2014 including any relevant penalties for tonal or impulsive character) at any residential property that lawfully exists on the date of this Order.

(2) The rating level of the overall operational noise immissions from Work No 50A shall not exceed 35 dB $L_{Aeq\ 5\ min.}$ free-field (as defined in and measured in accordance with BS4142:2014, including any relevant penalties for tonal or impulsive character) at any residential property that lawfully exists on the date of this Order.

(3) In the event of a complaint to the relevant planning authority relating to noise immissions from the operation of Work Nos 9A or 50A which may reasonably be expected to result in emissions above those allowed in paragraphs (1) and (2), measurements shall be undertaken by an independent consultant appointed by the undertaker in order to determine compliance or otherwise with paragraphs (1) and (2). Prior to these measurements being undertaken, a proposed measurement and assessment procedure shall be submitted to the relevant planning authority for approval, including a proposed measurement methodology and monitoring location(s). This procedure is to be based on the guidance and assessment methodology outlined in BS4142:2014.

Construction traffic

19.—(1) No stage of the onshore works shall commence until for that stage, after consultation with the highway authority, a construction traffic management plan in accordance with the outline traffic management plan including a contractor travel plan has been submitted to and approved by the relevant planning authority.

(2) Save as otherwise agreed in the relevant construction traffic management plan construction and contractor traffic related to the authorised development shall only use Work No 48 or 49 to access work Nos 50 to 55 inclusive.

European protected species

20.—(1) No stage of the onshore works shall be commenced until for that stage final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that stage of the onshore works or in any of the trees to be lopped or felled as part of that stage of the onshore works.

(2) Where a European protected species is shown to be present, the relevant stage of the onshore works must not begin until, after consultation with the statutory nature conservation body and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority. The relevant stage of the onshore works shall be carried out in accordance with the approved scheme.

(3) “European protected species” has the same meaning as in regulations 40 and 44 of the Conservation of Habitats and Species Regulations 2010^(a).

Restoration of land used temporarily for construction

21. Any land above MHWS which is used temporarily for construction of the onshore works and not ultimately incorporated in permanent works or approved landscaping, must be reinstated in accordance with details approved by the relevant planning authority.

Onshore decommissioning

22. Within six months of the cessation of commercial operation of the onshore works, and after consultation with landowners in relation to their landholding, an onshore decommissioning plan shall be submitted to the relevant planning authority for approval.

Requirement for written approval

23. Where under any of the above requirements the approval or agreement of the Secretary of State, or the relevant planning authority is required, that approval or agreement must be given in writing.

Amendments to approved details

24.—(1) With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved by the relevant planning authority the approved details must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority in accordance with paragraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement and other documents listed in Article 35. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) The approved details shall be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority.

(a) S.I 2010/490. There are amendments to these regulations which are not relevant to this Order.

SCHEDULE 2

Article 8

Streets subject to street works

(1) Area	(2) Street subject to street works	(3) Grid coordinates	
		Easting	Northing
East Lindsey District	Hutt/10/4/footpath	554608	376836
East Lindsey District		554503	376813
East Lindsey District	Ande/17/2/footpath	554237	376293
East Lindsey District	Ande/25/1/footpath	553749	375398
East Lindsey District	Sea Road	553747	375899
East Lindsey District	Roman Bank	554325	376452
East Lindsey District	Roman Bank	554192	376734
East Lindsey District	Hutt/10/4/footpath	554197	376740
East Lindsey District	Ande/22/4/footpath	553722	375727
East Lindsey District	Ande/23/1/footpath	553722	375727
East Lindsey District	Ande/22/3/footpath	553722	375727
East Lindsey District	Mumb/26/1/footpath	553404	375064
East Lindsey District	Mumb/59/8/footpath	553278	374481
East Lindsey District	Mumb/61/1/footpath	553076	374192
East Lindsey District	Langham Road	552852	373850
East Lindsey District		552745	372633
East Lindsey District	Sloothby High Lane	552768	371237
East Lindsey District	Listoft Lane	552737	371863
East Lindsey District	Hogs/58/2/footpath	552716	373428
East Lindsey District	Marsh Lane	552235	367778
East Lindsey District	Ingoldmells Road	551927	366133
East Lindsey District	Chalk Lane	551979	366293
East Lindsey District	Younger's Lane	551854	365781
East Lindsey District	BurM/265/1/footpath	551849	365045
East Lindsey District	Skegness Road	551884	364653
East Lindsey District	Skegness Road	551677	364700
East Lindsey District	BurM/261/2/footpath	551210	364293
East Lindsey District	Low Lane	549737	363928
East Lindsey District	Billgate Lane	550874	364061
East Lindsey District	High Lane	549541	363837
East Lindsey District	Lymn Bank	547595	361881
East Lindsey District	Spilsby Road	547576	361869
East Lindsey District	Tip Lane	547187	361492
East Lindsey District	Tip Lane	546959	361475
East Lindsey District	Lymn Bank	546707	361686
East Lindsey District	Harrison's Lane	545951	360772
East Lindsey District		546451	360602
East Lindsey District	Fendike Bank	545225	360887
East Lindsey District		544335	360672
East Lindsey District		544406	360646
East Lindsey District	Spilsby Road	540547	358398
East Lindsey District		538464	357361
East Lindsey District	Fodder Dike Bank	537270	356983

East Lindsey District	Black Drove	536854	356970
East Lindsey District		535854	355477
East Lindsey District	Main Road	535171	354456
East Lindsey District	Thorndales Lane	535143	354569
East Lindsey District	Main Road	535164	354554
East Lindsey District	Westhouses	534385	353879
East Lindsey District	Staunt Road	532754	352939
East Lindsey District		532759	352950
East Lindsey District		532704	352947
East Lindsey District	Carrington Road	531478	351306
East Lindsey District	Westville Road	531252	350893
East Lindsey District	Canister Lane	530901	350507
East Lindsey District	Peacock's Road	530071	349321
East Lindsey District	Leagate Road	529247	348560
East Lindsey District	Mere Booth Road	528535	348075
Boston District (B)	Langrick Road	526770	347276
Boston and S.Holland	Brot/2/1/footpath	526284	347004
Boston District (B)	Kirton Drove	525143	346217
Boston District (B)	North Forty Foot Bank	525615	346514
Boston District (B)	Sutterton Drove	524323	345745
Boston District (B)	Claydike Bank	523493	345383
Boston District (B)	Claydike Bank	523450	345437
Boston District (B)		521383	343290
Boston District (B)	Station Road	521732	342951
Boston District (B)		521729	342991
Boston District (B)		521273	343376
Boston District (B)	Station Road	522154	342298
Boston District (B)	Doubletwelves Drove	519105	340112
Boston District (B)	Bicker Drove	519871	339207
Boston District (B)		519930	338732
East Lindsey District		546596	367333
East Lindsey District		546845	367295
East Lindsey District	Sausthorpe Road	540505	367977
East Lindsey District		537720	363658
Boston District (B)	Boardsides	530280	343449
Boston District (B)	Sleaford Road	530692	343547
Boston District (B)	John Adams Way	532582	343678
Boston District (B)	Liquorpond Street	532517	343690
Boston District (B)	South End	532834	343751
Boston District (B)	John Adams Way	532884	343787
Boston District (B)	John Adams Way	532805	343750

SCHEDULE 3

Article 9

Streets to be temporarily stopped up

(1) Area	(2) Streets to be temporarily stopped up	(3) Grid co-ordinates (start)		(4) Identifier	(5) Grid co-ordinates (end)		(6) Identifier	(7) Extent of stopping up
		Easting	Northing		Easting	Northing		
East Lindsey District	Hutt/10/4/footpath	554608	376836	Cx	554704	376859	Cy	
East Lindsey District	Ande/17/2/footpath	554226	376295	Dx	554130	376277	Dy	
East Lindsey District	Roman Bank	554191	376754	AC	554194	376713	AD	41
East Lindsey District	Roman Bank	554311	376482	AE	554338	376422	AF	66
East Lindsey District		554197	376754	AA	554809	376886	AB	629
East Lindsey District	Hutt/10/4/footpath	554197	376740	Ca	554815	376888	Cb	
East Lindsey District	Sea Road	553723	375923	AG	553771	375876	AH	67
East Lindsey District	Langham Road	552820	373849	AI	552884	373848	AJ	64
East Lindsey District		552692	372642	AK	552797	372624	AL	107
East Lindsey District	Ande/25/1/footpath	553583	375327	Ha	553564	375283	Hb	
East Lindsey District	Ande/25/1/footpath	553535	375216	Hx	553462	375199	Hy	
East Lindsey District	Ande/22/4/footpath	553722	375727	Ex	553728	375729	Ey	

East Lindsey District	Ande/23/1/footpath	553722	375727	Fx	553725	375719	Fy	
East Lindsey District	Ande/22/3/footpath	553722	375727	Gx	553652	375683	Gy	
East Lindsey District	Mumb/26/1/footpath	553404	375064	Ix	553450	375020	Iy	
East Lindsey District	Mumb/59/8/footpath	553278	374481	Jx	553337	374466	Jy	
East Lindsey District	Mumb/61/1/footpath	553076	374192	Kx	553089	374117	Ky	
East Lindsey District	Listoft Lane	552705	371875	AM	552768	371875	AN	67
East Lindsey District	Sloothby High Lane	552738	371225	AO	552798	371248	AP	64
East Lindsey District	Marsh Lane	552225	367773	AQ	552415	367878	AR	217
East Lindsey District	Hogs/58/2/footpath	552716	373428	Lx	552773	373332	Ly	
East Lindsey District	Chalk Lane	551931	366283	AS	552026	366303	AT	97
East Lindsey District	Ingoldmells Road	551883	366094	AU	551971	366172	AV	117
East Lindsey District	Younger's Lane	551817	365777	AW	551891	365785	AX	74
East Lindsey District	BurM/265/1/footpath	551849	365045	Mx	551917	365039	My	
East Lindsey District	Skegness Road	551624	364712	AY	551730	364688	AZ	108
East Lindsey District	Skegness Road	551798	364673	BA	551970	364634	BB	176
East Lindsey District	Billgate Lane	550834	364072	BC	550915	364050	BD	84
East Lindsey District	BurM/261/2/footpath	551210	364293	Nx	551249	364246	Ny	

East Lindsey District	Low Lane	549721	363954	BE	549753	363902	BF	61
East Lindsey District	High Lane	549526	363863	BG	549555	363810	BH	60
East Lindsey District	Lymn Bank	547579	361892	BI	547611	361870	BJ	38
East Lindsey District	Spilsby Road	547579	361892	BK	547574	361845	BL	47
East Lindsey District	Tip Lane	547140	361487	BM	547235	361497	BN	95
East Lindsey District	Tip Lane	546955	361488	BO	546973	361469	BP	26
East Lindsey District	Lymn Bank	546690	361682	BQ	546722	361691	BR	33
East Lindsey District		546434	360599	BS	546468	360605	BT	34
East Lindsey District	Harrison's Lane	545940	360803	BU	545962	360742	BV	65
East Lindsey District	Fendike Bank	545231	360917	BW	545222	360857	BX	60
East Lindsey District		544301	360685	BY	544369	360660	BZ	72
East Lindsey District		544390	360652	CA	544421	360641	CB	33
East Lindsey District		541839	359030	CC	541939	359060	CD	104
East Lindsey District	Spilsby Road	540555	358432	CE	540539	358364	CF	70
East Lindsey District		538472	357404	CG	538456	357318	CH	87
East Lindsey District	Black Drove	536858	356990	CI	536850	356951	CJ	40
East Lindsey District	Fodder Dike Bank	537235	356981	CK	537305	356982	CL	70

East Lindsey District		535819	355479	CM	535888	355475	CN	69
East Lindsey District	Main Road	535152	354586	CO	535159	354575	CP	13
East Lindsey District	Thorndales Lane	535127	354562	CQ	535159	354519	CR	60
East Lindsey District	Main Road	535169	354510	CS	535166	354401	CT	109
East Lindsey District	Westhouses	534374	353911	CU	534396	353847	CV	68
East Lindsey District	Staunt Road	532754	353010	CW	532754	352868	CX	141
East Lindsey District		532688	352946	CY	532720	352948	CZ	33
East Lindsey District		532725	352948	DA	532793	352953	DB	69
East Lindsey District	Carrington Road	531475	351340	DC	531482	351272	DD	68
East Lindsey District	Westville Road	531225	350908	DE	531278	350879	DF	60
East Lindsey District	Canister Lane	530869	350498	DG	530934	350516	DH	67
East Lindsey District	Peacock's Road	530060	349349	DI	530083	349293	DJ	60
East Lindsey District	Leagate Road	529222	348584	DK	529273	348538	DL	69
East Lindsey District	Mere Booth Road	528507	348090	DM	528563	348060	DN	63
Boston District (B)	Langrick Road	526754	347301	DO	526786	347250	DP	60
Boston District (B)	North Forty Foot Bank	525586	346544	DQ	525643	346485	DR	81
Boston and S.Holland	Brot/2/1/footpath	526284	347004	Px	526244	346908	Py	
Boston District (B)	Kirton Drove	525126	346235	DS	525160	346198	DT	50
Boston District (B)	Sutterton Drove	524304	345769	DU	524342	345722	DV	60

Boston District (B)	Claydike Bank	523441	345449	DW	523459	345426	DX	30
Boston District (B)	Claydike Bank	523474	345407	DY	523512	345360	DZ	61
Boston District (B)		521246	343393	EA	521301	343358	EB	66
Boston District (B)		521341	343325	EC	521424	343255	ED	109
Boston District (B)	Station Road	522137	342325	EE	522171	342271	EF	63
Boston District (B)	Doubletwelves Drove	519277	340463	EG	518939	339758	EH	782
Boston District (B)	Bicker Drove	519836	339223	EI	519906	339192	EJ	77
Boston District (B)		519942	338749	EK	519922	338712	EL	42

SCHEDULE 4

Article 10

Access to works

(1) <i>Area</i>	(2) <i>Grid Reference Points</i>		(3) <i>Description of Access</i>
	<i>Easting</i>	<i>Northing</i>	
East Lindsey District	554197	376740	AC1
East Lindsey District	554327	376455	AC2
East Lindsey District	554323	376451	AC3
East Lindsey District	553747	375901	AC4
East Lindsey District	553746	375896	AC5
East Lindsey District	552855	373852	AC6
East Lindsey District	552853	373849	AC7
East Lindsey District	552742	372636	AC8
East Lindsey District	552742	372631	AC9
East Lindsey District	552737	371866	AC10
East Lindsey District	552738	371858	AC11
East Lindsey District	552766	371242	AC12
East Lindsey District	552767	371236	AC13
East Lindsey District	552239	367778	AC14
East Lindsey District	551981	366294	AC15

East Lindsey District	551977	366291	AC16
East Lindsey District	551927	366135	AC17
East Lindsey District	551926	366129	AC18
East Lindsey District	551855	365783	AC19
East Lindsey District	551854	365778	AC20
East Lindsey District	551675	364696	AC22
East Lindsey District	551915	364651	AC21
East Lindsey District	550882	364063	AC23
East Lindsey District	550880	364061	AC24
East Lindsey District	549739	363926	AC25
East Lindsey District	549736	363924	AC26
East Lindsey District	549545	363842	AC27
East Lindsey District	549540	363839	AC28
East Lindsey District	547600	361883	AC29
East Lindsey District	547572	361865	AC30
East Lindsey District	547193	361494	AC31
East Lindsey District	547190	361490	AC32
East Lindsey District	546955	361473	AC33
East Lindsey District	546708	361684	AC34
East Lindsey District	546450	360601	AC35
East Lindsey District	545954	360773	AC36
East Lindsey District	545950	360773	AC37
East Lindsey District	545226	360888	AC38
East Lindsey District	545223	360888	AC39
East Lindsey District	544407	360643	AC40
East Lindsey District	541886	359040	AC41
East Lindsey District	541883	359034	AC42
East Lindsey District	540547	358397	AC43
East Lindsey District	540541	358395	AC44
East Lindsey District	538462	357336	AC45
East Lindsey District	536854	356969	AC46
East Lindsey District	535857	355480	AC47

East Lindsey District	535854	355477	AC48
East Lindsey District	535175	354463	AC49
East Lindsey District	535169	354463	AC50
East Lindsey District	534385	353879	AC51
East Lindsey District	532759	352955	AC52
East Lindsey District	532705	352945	AC53
East Lindsey District	531481	351305	AC54
East Lindsey District	531475	351300	AC55
East Lindsey District	531252	350895	AC56
East Lindsey District	530903	350511	AC57
East Lindsey District	530902	350505	AC58
East Lindsey District	530072	349323	AC59
East Lindsey District	530069	349322	AC60
East Lindsey District	529245	348564	AC61
East Lindsey District	529240	348562	AC62
East Lindsey District	528537	348077	AC63
East Lindsey District	528534	348074	AC64
Boston District (B)	526773	347277	AC65
Boston District (B)	526767	347274	AC66
Boston District (B)	525599	346533	AC67
Boston District (B)	525146	346219	AC68
Boston District (B)	525143	346216	AC69
Boston District (B)	524325	345746	AC70
Boston District (B)	524321	345743	AC71
Boston District (B)	523499	345381	AC72
Boston District (B)	523449	345438	AC73
Boston District (B)	521386	343293	AC74
Boston District (B)	521381	343287	AC75
Boston District (B)	522152	342298	AC76
Boston District (B)	519870	339210	AC77
Boston District (B)	519871	339206	AC78
Boston District (B)	519909	338733	AC79

SCHEDULE 5

Article 17 (2)

Land in which only new rights etc. may be acquired

East Lindsey District Council

<i>(1)</i> <i>Number of land shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights may be acquired</i>
01/01, 01/02, 01/06, 01/08, 02/01, 02/03, 02/05, 02/06, 02/07, 02/10, 02/12, 02/14, 02/15, 02/17, 02/18, 03/01, 03/03, 03/04, 04/01, 04/05, 04/09, 04/10, 04/11, 04/13, 04/16, 04/17, 04/18, 05/01, 05/03, 05/06, 05/08, 05/09, 05/10, 05/16, 05/21, 05/30, 05/33, 06/01, 06/02, 06/03, 06/05, 06/07, 06/08, 06/10, 06/11, 06/12, 06/13, 06/14, 07/01, 07/02, 07/05, 07/06, 07/08, 07/11, 07/12, 07/13, 07/14, 07/18, 08/01, 08/03, 08/05, 09/01, 09/02, 09/04, 09/05, 10/01, 10/04, 10/11, 10/12, 10/13, 11/01, 11/02, 11/03, 11/04, 11/06, 11/07, 11/10, 11/12, 11/13, 11/15, 11/16, 12/01, 12/03, 12/04, 12/06, 12/07, 12/08, 12/09, 12/10, 12/11, 12/16, 12/17, 12/21, 12/22, 12/24, 12/26, 13/01, 13/07, 13/11, 13/13, 13/14, 13/15, 13/16, 13/17, 13/21, 13/22, 13/23, 13/24, 15/01, 15/02, 15/04, 15/06, 15/07, 15/11, 15/15, 15/16, 15/17, 15/18, 15/19, 16/01,	A restrictive covenant over the land for the benefit of the remainder of the Order land to- <ul style="list-style-type: none"> (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) prevent anything to be done by way of excavation of any kind or agricultural practices (including but not limited to ploughing) exceeding 0.6 metres in depth in the land or any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the land; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project; (e) prevent anything being done in or upon the land or any part thereof which shall or may interfere with the exercise of the other rights set out in this Schedule 5 or the use of the authorised project or in any

<p>16/02, 16/03, 16/05, 16/07, 16/09, 16/11, 16/12, 16/14, 16/15, 16/16, 16/17, 16/20, 16/21, 16/22, 16/23, 16/25, 17/01, 17/02, 17/03, 17/06, 17/07, 17/10, 17/11, 17/12, 17/14, 17/16, 17/17, 17/19, 17/20, 18/01, 18/03, 18/05, 18/07, 18/08, 18/13, 18/14, 18/16, 18/17, 18/18, 18/19, 19/01, 19/04, 19/05, 19/06, 19/08, 19/09, 20/01, 20/02, 20/04, 20/05, 20/06, 20/07, 20/08, 20/10, 20/15, 20/16, 20/17, 21/01, 21/07, 21/09, 22/01, 22/02, 22/05, 22/10, 22/14, 22/15, 22/18, 22/20, 22/21, 22/22, 22/25, 24/01, 24/02, 24/03, 24/05, 24/08, 24/09, 24/10, 24/11, 24/12, 24/13, 25/01, 25/02, 25/03, 25/05, 25/06, 25/07, 25/10, 25/11, 25/12, 25/13, 25/14, 25/15, 25/16, 25/17, 25/18, 25/19, 25/20, 25/22, 25/23, 25/24, 26/01, 26/03, 26/06, 26/07, 26/09, 27/01, 27/06, 27/07, 27/09, 27/11, 27/13, 28/01, 28/02, 28/04, 28/05, 28/08, 28/11, 29/03, 29/04, 29/05, 29/06, 29/07, 29/08, 29/09, 29/12, 29/17, 29/18, 29/19, 29/21, 29/22, 29/23, 30/01, 30/02, 30/07, 30/08, 30/09, 30/10, 30/13, 30/14, 30/15, 30/17, 30/18, 31/01, 31/03, 31/04, 31/05, 31/06, 31/07, 31/08, 31/09, 31/10, 31/11, 31/13, 32/01, 32/03, 32/08, 32/09, 32/10, 32/11, 32/14, 33/01, 33/02, 33/04, 33/05, 33/10, 33/12, 33/13, 33/15, 33/16,</p>	<p>way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.</p>
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<p>34/01, 34/03, 34/04, 34/07, 34/08, 34/09, 34/12, 34/13, 34/15, 34/16, 35/01, 35/02, 35/03, 35/06, 35/07, 35/08, 36/01, 36/06, 36/07, 36/09, 37/01, 37/06, 37/11, 37/13, 37/17, 37/18, 37/19, 37/20</p>	
<p>01/01, 01/02, 01/06, 01/08, 02/01, 02/03, 02/05, 02/06, 02/07, 02/10, 02/12, 02/14, 02/15, 02/17, 02/18, 03/01, 03/03, 03/04, 04/01, 04/05, 04/09, 04/10, 04/11, 04/13, 04/16, 04/17, 04/18, 05/01, 05/03, 05/06, 05/08, 05/09, 05/10, 05/16, 05/21, 05/30, 05/33, 06/01, 06/02, 06/03, 06/05, 06/07, 06/08, 06/10, 06/11, 06/12, 06/13, 06/14, 07/01, 07/02, 07/05, 07/06, 07/08, 07/11, 07/12, 07/13, 07/14, 07/18, 08/01, 08/03, 08/05, 09/01, 09/02, 09/04, 09/05, 10/01, 10/04, 10/11, 10/12, 10/13, 11/01, 11/02, 11/03, 11/04, 11/06, 11/07, 11/10, 11/12, 11/13, 11/15, 11/16, 12/01, 12/03, 12/04, 12/06, 12/07, 12/08, 12/09, 12/10, 12/11, 12/16, 12/17, 12/21, 12/22, 12/24, 12/26, 13/01, 13/07, 13/11, 13/13, 13/14, 13/15, 13/16, 13/17, 13/21, 13/22, 13/23, 13/24, 15/01, 15/02, 15/04, 15/06, 15/07, 15/11, 15/15, 15/16, 15/17, 15/18, 15/19, 16/01, 16/02, 16/03, 16/05, 16/07, 16/09, 16/11, 16/12, 16/14, 16/15, 16/16, 16/17, 16/20, 16/21, 16/22, 16/23, 16/25, 17/01, 17/02, 17/03, 17/06,</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) lay down, install, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in under over and or upon the land, together with such telemetry and fibre optic lines, ducting, jointing bays and other apparatus, protection measures and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (which shall collectively be referred to as “the cables”); (b) enter, be upon, and break up the surface of, the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) retain and use or permit the cables to transmit and distribute any matters or thing the transmission of which is for the time being not prohibited by law through to and from the land; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the cables; (e) construct and install and thereafter use the land for all necessary purposes for the commissioning construction repair testing and maintenance of the cables and any electric cables in on or under other land, including but not limited to the following: facilities and activities in connection with the cables or other work carried out in accordance with the rights; portakabins/portaloos; storage of plant and equipment; and additional service lines or cables (in emergency only); (f) place and to use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables; (g) erect fencing and create secure works compounds;

<p>17/07, 17/10, 17/11, 17/12, 17/14, 17/16, 17/17, 17/19, 17/20, 18/01, 18/03, 18/05, 18/07, 18/08, 18/13, 18/14, 18/16, 18/17, 18/18, 18/19, 19/01, 19/04, 19/05, 19/06, 19/08, 19/09, 20/01, 20/02, 20/04, 20/05, 20/06, 20/07, 20/08, 20/10, 20/15, 20/16, 20/17, 21/01, 21/07, 21/09, 22/01, 22/02, 22/05, 22/10, 22/14, 22/15, 22/18, 22/20, 22/21, 22/22, 22/25, 24/01, 24/02, 24/03, 24/05, 24/08, 24/09, 24/10, 24/11, 24/12, 24/13, 25/01, 25/02, 25/03, 25/05, 25/06, 25/07, 25/10, 25/11, 25/12, 25/13, 25/14, 25/15, 25/16, 25/17, 25/18, 25/19, 25/20, 25/22, 25/23, 25/24, 26/01, 26/03, 26/06, 26/07, 26/09, 27/01, 27/06, 27/07, 27/09, 27/11, 27/13, 28/01, 28/02, 28/04, 28/05, 28/08, 28/11, 29/03, 29/04, 29/05, 29/06, 29/07, 29/08, 29/09, 29/12, 29/17, 29/18, 29/19, 29/21, 29/22, 29/23, 30/01, 30/02, 30/07, 30/08, 30/09, 30/10, 30/13, 30/14, 30/15, 30/17, 30/18, 31/01, 31/03, 31/04, 31/05, 31/06, 31/07, 31/08, 31/09, 31/10, 31/11, 31/13, 32/01, 32/03, 32/08, 32/09, 32/10, 32/11, 32/14, 33/01, 33/02, 33/04, 33/05, 33/10, 33/12, 33/13, 33/15, 33/16, 34/01, 34/03, 34/04, 34/07, 34/08, 34/09, 34/12, 34/13, 34/15, 34/16, 35/01, 35/02, 35/03, 35/06, 35/07, 35/08, 36/01, 36/06, 36/07, 36/09,</p>	<ul style="list-style-type: none"> (h) construct, lay down, use and remove temporary access roads including any necessary temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway; (j) make such investigations in or on the land as required; (k) install and maintain cable marker posts to identify the location of the cables (subject to an obligation to minimise interference with future use and operations within the land); (l) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled lopped cut or removed obstruct or interfere with the working of the cables; (m) install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse pre and post development drainage scheme on the land or to reinstate the existing drainage scheme on the land and thereafter cleanse and maintain, alter, adjust, replace, improve or extend culverts; (n) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus (including the pipes, cables or conduits or apparatus of statutory undertakers); (o) remove fences within the land during any period during which construction, maintenance, repair or renewal are being carried out (subject to erection of any temporary stock proof fencing as is reasonably required and the re-instating of the original fences following the exercise of the rights); (p) store and stockpile materials (including excavated material); (q) use or resort to trenchless construction techniques including but not limited to directional drilling; (r) lay out temporary paths for public use; (s) carry out environmental or ecological mitigation or enhancement works; (t) locate, install and inspect chambers or manholes within or on the land; (u) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to the exercise of protected species and or wildlife (which for the avoidance of doubt includes newts); and (v) the right in an emergency only when the cables are temporarily unusable to lay down install use maintain and inspect underground cables telephone signalling and fibre optic cables and ancillary equipment associated works and other conducting media together with conduits or pipes for containing
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37/01, 37/06, 37/11, 37/13, 37/17, 37/18, 37/19, 37/20.	the same in and under the land.
02/02, 02/04, 02/08, 02/09, 02/11, 02/13, 02/16, 02/19, 03/02, 03/05, 03/06, 03/08, 04/02, 04/03, 04/04, 04/06, 04/07, 04/08, 04/12, 04/14, 04/15, 05/02, 05/04, 05/05, 05/07, 05/11, 05/12, 05/13, 05/14, 05/15, 05/27, 05/31, 05/32, 06/04, 06/06, 06/09, 07/03, 07/04, 07/09, 07/10, 07/15, 07/16, 07/17, 07/19, 08/02, 08/04, 08/06, 09/03, 09/06, 09/07, 10/02, 10/03, 10/05, 11/05, 11/08, 11/09, 11/11, 12/02, 12/05, 12/12, 12/13, 12/14, 12/15, 12/18, 12/20, 12/25, 13/02, 13/04, 13/09, 13/12, 13/18, 13/19, 13/20, 13/25, 13/26, 14/01, 14/02, 14/03, 14/04, 15/03, 15/05, 15/08, 15/09, 15/10, 15/12, 15/13, 16/04, 16/06, 16/08, 16/10, 16/13, 16/18, 16/19, 16/24, 17/04, 17/05, 17/08, 17/09, 17/13, 17/15, 17/18, 18/02, 18/04, 18/09, 18/12, 18/15, 19/02, 19/07, 20/03, 20/09, 20/12, 20/18, 20/19, 21/02, 21/03, 21/04, 21/05, 21/06, 21/08, 22/03, 22/04, 22/06, 22/07, 22/08, 22/09, 22/11, 22/12, 22/13, 22/16, 22/17, 22/19, 22/23, 22/24, 23/01, 24/04, 24/06, 24/07, 25/04, 25/08, 25/09, 25/21, 26/02, 26/10, 27/03, 27/04, 27/08, 27/10, 27/12, 27/14, 28/03, 28/06, 28/07, 28/09, 28/10, 28/12,	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the unlicensed connection works and the drainage works, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, plant and equipment on adjoining land and to make such investigations in or on the land which is ancillary for the purposes of exercise of the rights; (b) lay down, use, repair, alter and remove steel plates for the purpose of access to adjoining land; (c) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (d) fell, lop, cut, coppice, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; and (e) erect and remove temporary fencing.

<p>29/01, 29/02, 29/11, 29/14, 29/20, 30/03, 30/04, 30/05, 30/06, 30/11, 30/12, 30/16, 31/02, 32/02, 32/04, 32/05, 32/06, 32/07, 32/12, 32/13, 33/06, 33/07, 33/11, 33/14, 34/02, 34/05, 34/06, 34/10, 34/11, 34/14, 35/04, 35/05, 36/04, 36/05, 36/08, 36/10, 37/02, 37/04, 37/05, 37/08, 37/09, 37/12, 37/14, 37/15, 37/16.</p>	
<p>01/05, 01/06, 01/07</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, plant and equipment on adjoining land and to make such investigations in or on the land which is ancillary for the purposes of exercise of the rights; (b) upgrade, surface, resurface, use and repair the land for the purposes of enabling the right to pass and re-pass to adjoining land; (c) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (d) fell, lop, cut, coppice, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; and (e) erect and remove temporary fencing.
<p>10/08, 10/09</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the land (“the drainage works”); (b) inspect, use mechanical excavation (including directional drilling and/or digging), reinstate, remove, move or alter such part or parts of the drainage system on the land for the purposes of the drainage

	<p>works (including connecting the drainage works to any land drain as at the date of the drainage works);</p> <ul style="list-style-type: none"> (c) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment, for the purposes of the drainage works; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the drainage works; (e) place and use machinery, structures and temporary structures within the land for the purposes of the drainage works; (f) erect, create and remove fencing and secure works compounds, including temporary drilling and tunnelling compounds and working areas for the purposes of the drainage works; (g) make such investigations in or on the land as required for the purposes of the drainage works; (h) use or resort to trenchless construction techniques including but not limited to directional drilling in connection with the drainage works; (i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus (including the pipes, cables or conduits or apparatus of statutory undertakers) for the purposes of the drainage works; and (j) construct, use and remove any necessary temporary access roads including any necessary temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out.
<p>01/01, 01/02, 01/05, 01/06, 01/07, 01/08, 02/01, 02/03, 02/05, 02/06, 02/07, 02/10, 02/12, 02/14, 02/15, 02/17, 02/18, 03/01, 03/03, 03/04, 04/01, 04/05, 04/09, 04/10, 04/11, 04/13, 04/16, 04/17, 04/18, 05/01, 05/03, 05/06, 05/08, 05/09, 05/10, 05/16, 05/21, 05/30, 05/33, 06/01, 06/02, 06/03, 06/05, 06/07, 06/08, 06/10, 06/11, 06/12, 06/13, 06/14, 07/01, 07/02, 07/05, 07/06, 07/08, 07/11, 07/12, 07/13, 07/14, 07/18, 08/01, 08/03, 08/05, 09/01, 09/02, 09/04, 09/05,</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace ramps, means of access and footpaths, bunds, embankments, swales, landscaping and boundary treatments, habitat, jointing bays, manholes and link boxes; (b) install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse pre and post development water supply, surface water management and drainage schemes on the land or to reinstate the existing scheme on the land and thereafter cleanse and maintain, alter, adjust, replace, improve or extend culverts; (c) create boreholes; (d) erect, create and remove fencing and secure works compounds, including temporary drilling and

<p>10/01, 10/04, 10/11, 10/12, 10/13, 11/01, 11/02, 11/03, 11/04, 11/06, 11/07, 11/10, 11/12, 11/13, 11/15, 11/16, 12/01, 12/03, 12/04, 12/06, 12/07, 12/08, 12/09, 12/10, 12/11, 12/16, 12/17, 12/21, 12/22, 12/24, 12/26, 13/01, 13/07, 13/11, 13/13, 13/14, 13/15, 13/16, 13/17, 13/21, 13/22, 13/23, 13/24, 15/01, 15/02, 15/04, 15/06, 15/07, 15/11, 15/15, 15/16, 15/17, 15/18, 15/19, 16/01, 16/02, 16/03, 16/05, 16/07, 16/09, 16/11, 16/12, 16/14, 16/15, 16/16, 16/17, 16/20, 16/21, 16/22, 16/23, 16/25, 17/01, 17/02, 17/03, 17/06, 17/07, 17/10, 17/11, 17/12, 17/14, 17/16, 17/17, 17/19, 17/20, 18/01, 18/03, 18/05, 18/07, 18/08, 18/13, 18/14, 18/16, 18/17, 18/18, 18/19, 19/01, 19/04, 19/05, 19/06, 19/08, 19/09, 20/01, 20/02, 20/04, 20/05, 20/06, 20/07, 20/08, 20/10, 20/15, 20/16, 20/17, 21/01, 21/07, 21/09, 22/01, 22/02, 22/05, 22/10, 22/14, 22/15, 22/18, 22/20, 22/21, 22/22, 22/25, 24/01, 24/02, 24/03, 24/05, 24/08, 24/09, 24/10, 24/11, 24/12, 24/13, 25/01, 25/02, 25/03, 25/05, 25/06, 25/07, 25/10, 25/11, 25/12, 25/13, 25/14, 25/15, 25/16, 25/18, 25/19, 25/20, 25/22, 25/23, 25/24, 26/01, 26/03, 26/06, 26/07, 26/09, 27/01, 27/06, 27/07, 27/09, 27/11, 27/13, 28/01, 28/02, 28/04, 28/05,</p>	<p>tunnelling compounds and working areas;</p> <ul style="list-style-type: none"> (e) store and stockpile materials (including excavated material); (f) use or resort to trenchless construction techniques including but not limited to directional drilling beneath sea defences, watercourses, roads and railways; (g) remove, reconstruct, or alter the position of apparatus including mains, sewers, drains, cables and pipelines of statutory undertakers; (h) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment, and to break up the surface of the land; (i) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials; (j) place, construct, use and remove plant, machinery and temporary structures in, on or over the land, including any necessary temporary bridging of water courses including bailey bridges; (k) remove fences within the land during any period during which construction, maintenance, repair or renewal are being carried out (subject to erection of any temporary stock proof fencing as is reasonably required and the re-instating of the original fences following the exercise of the rights); and (l) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to the exercise of protected species and or wildlife (which for the avoidance of doubt includes newts).
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<p>28/08, 28/11, 29/03, 29/04, 29/05, 29/06, 29/07, 29/08, 29/09, 29/12, 29/17, 29/18, 29/19, 29/21, 29/22, 29/23, 30/01, 30/02, 30/07, 30/08, 30/09, 30/10, 30/13, 30/14, 30/15, 30/17, 30/18, 31/01, 31/03, 31/04, 31/05, 31/06, 31/07, 31/08, 31/09, 31/10, 31/11, 31/13, 32/01, 32/03, 32/08, 32/09, 32/10, 32/11, 32/14, 33/01, 33/02, 33/04, 33/05, 33/10, 33/12, 33/13, 33/15, 33/16, 34/01, 34/03, 34/04, 34/07, 34/08, 34/09, 34/12, 34/13, 34/15, 34/16, 35/01, 35/02, 35/03, 35/06, 35/07, 35/08, 36/01, 36/06, 36/07, 36/09, 37/01, 37/06, 37/11, 37/13, 37/17, 37/18, 37/19, 37/20.</p>	
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Boston Borough Council

<p>(1) <i>Number of land shown on land plans</i></p>	<p>(2) <i>Purpose for which rights may be acquired</i></p>
<p>37/21, 37/22, 37/23, 38/01, 38/03, 38/06, 38/07, 38/08, 38/11, 39/01, 39/02, 39/06, 39/07, 39/09, 39/10, 39/11, 39/12, 39/14, 40/01, 40/02, 40/03, 40/04, 40/06, 40/09, 40/10, 40/11, 40/12, 40/15, 41/01, 41/02, 41/10, 42/01, 42/02, 42/03, 42/04, 42/05, 42/06, 42/07, 42/09, 42/10, 42/12, 42/15, 43/01, 43/04, 43/08, 43/11, 43/12, 43/13, 43/14, 43/15, 43/16, 45/02, 45/15, 45/16, 45/20, 45/21, 45/23, 45/25, 46/02, 46/05, 46/08, 47/01, 47/13, 47/14, 47/17, 47/18, 47/21, 47/22, 47/23, 48/01, 48/05, 48/07, 48/08, 48/09, 48/12, 48/13, 48/14, 48/16, 48/17A, 48/17B.</p>	<p>A restrictive covenant over the land for the benefit of the remainder of the Order land to-</p> <ul style="list-style-type: none"> (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to the relevant part of the authorised project nor make it materially more difficult or

	<p>expensive to maintain the authorised project);</p> <ul style="list-style-type: none"> (c) prevent anything to be done by way of excavation of any kind or agricultural practices (including but not limited to ploughing) exceeding 0.6 metres in depth in the land or any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required to be carried out by National Grid in order to exercise their rights in relation to their apparatus within the land; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project; (e) prevent anything being done in or upon the land or any part thereof which shall or may interfere with the exercise of the other rights set out in this Schedule 5 or the use of the authorised project or in any way render the authorised project or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.
<p>37/21, 37/22, 37/23, 38/01, 38/03, 38/06, 38/07, 38/08, 38/11, 39/01, 39/02, 39/06, 39/07, 39/09, 39/10, 39/11, 39/12, 39/14, 40/01, 40/02, 40/03, 40/04, 40/06, 40/09, 40/10, 40/11, 40/12, 40/15, 41/01, 41/02, 41/10, 42/01, 42/02, 42/03, 42/04, 42/05, 42/06, 42/07, 42/09, 42/10, 42/12, 42/15, 43/01, 43/04, 43/08, 43/11, 43/12, 43/13, 43/14, 43/15, 43/16, 45/02, 45/15, 45/16, 45/20, 45/21, 45/23, 45/25, 46/02, 46/05, 46/08, 47/01, 47/13, 47/14, 47/17, 47/18, 47/21, 47/22, 47/23, 48/01, 48/05, 48/07, 48/08, 48/09, 48/12, 48/13, 48/14, 48/16, 48/17A, 48/17B.</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) lay down, install, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in under over and or upon the land, together with such telemetry and fibre optic lines, ducting, jointing bays and other apparatus, protection measures and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (which shall collectively be referred to as “the cables”); (b) enter, be upon, and break up the surface of, the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) retain and use or permit the cables to transmit and distribute any matters or thing the transmission of which is for the time being not prohibited by law

	<p>through to and from the land;</p> <ul style="list-style-type: none"> (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the cables; (e) construct and install and thereafter use the land for all necessary purposes for the commissioning construction repair testing and maintenance of the cables and any electric cables in on or under other land, including but not limited to the following: facilities and activities in connection with the cables or other work carried out in accordance with the rights; portakabins/portaloos; storage of plant and equipment; and additional service lines or cables (in emergency only); (f) place and to use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables; (g) erect fencing and create secure works compounds; (h) construct, lay down, use and remove temporary access roads including any necessary temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway; (j) make such investigations in or on the land as required; (k) install and maintain cable marker posts to identify the location of the cables (subject to an obligation to minimise interference with future use and operations within the land); (l) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled lopped cut or removed obstruct or interfere with the working of the cables; (m) install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse pre and post development drainage scheme on the land or to reinstate the existing
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	<p>drainage scheme on the land and thereafter cleanse and maintain, alter, adjust, replace, improve or extend culverts;</p> <ul style="list-style-type: none"> (n) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus (including the pipes, cables or conduits or apparatus of statutory undertakers); (o) remove fences within the land during any period during which construction, maintenance, repair or renewal are being carried out (subject to erection of any temporary stock proof fencing as is reasonably required and the re-instating of the original fences following the exercise of the rights); (p) store and stockpile materials (including excavated material); (q) use or resort to trenchless construction techniques including but not limited to directional drilling; (r) lay out temporary paths for public use; (s) carry out environmental or ecological mitigation or enhancement works; (t) locate, install and inspect chambers or manholes within or on the land; (u) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to the exercise of protected species and or wildlife (which for the avoidance of doubt includes newts); and (v) the right in an emergency only when the cables are temporarily unusable to lay down install use maintain and inspect underground cables telephone signalling and fibre optic cables and ancillary equipment associated works and other conducting media together with conduits or pipes for containing the same in and under the land.
<p>37/24, 38/02, 38/04, 38/05, 38/09, 38/10, 39/03, 39/08, 39/13, 40/07, 40/08, 40/13, 40/14, 41/03, 41/06, 41/08, 41/09, 42/08, 42/11, 42/13, 42/14, 42/16, 43/02, 43/09, 43/10, 43/17, 45/01, 45/03, 45/05, 45/06, 45/08, 45/09, 45/11, 47/11, 47/12, 47/15, 47/16, 47/19, 47/20, 48/02, 48/03, 48/04, 48/06, 48/10, 48/11, 48/15, 48/18.</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the unlicensed connection works and the drainage works, the inspection, testing, maintenance, renewal,

	<p>upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, plant and equipment on adjoining land and to make such investigations in or on the land which is ancillary for the purposes of exercise of the rights;</p> <p>(b) lay down, use, repair, alter and remove steel plates for the purpose of access to adjoining land;</p> <p>(c) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land;</p> <p>(d) fell, lop, cut, coppice, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; and</p> <p>(e) erect and remove temporary fencing.</p>
48/17B, 48/19.	<p>Rights to:</p> <p>(a) lay down, install, adjust, alter, construct, create, operate, erect, use, maintain, repair, renew, upgrade, inspect, test remove and replace electrical equipment comprising the unlicensed works;</p> <p>(b) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment, and to break up the surface of the land for the purposes of the unlicensed works;</p> <p>(c) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the unlicensed works;</p> <p>(d) place and use plant, machinery, structures and temporary structures within the land for the purposes of the unlicensed works;</p> <p>(e) erect, create and remove fencing and secure works compounds, including temporary drilling and tunnelling compounds and working areas for the purposes of the unlicensed works;</p> <p>(f) make such investigations in or on the land as required for the purposes of the unlicensed works;</p> <p>(g) install and maintain cable marker posts to identify the location of the cabling</p>

	<p>comprising the unlicensed works (subject to an obligation to minimise interference with future use and operations within the land);</p> <ul style="list-style-type: none"> (h) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land which would if not felled lopped cut or removed obstruct or interfere with the unlicensed works; (i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus (including the pipes, cables or conduits or apparatus of statutory undertakers) for the purposes of the unlicensed works; (j) remove fences within the land during any period during which construction, maintenance, repair or renewal are being carried out (subject to erection of any temporary stock proof fencing as is reasonably required and the re-instating of the original fences following the exercise of the rights); (k) store and stockpile materials (including excavated material) required for the purposes of the unlicensed works; (l) use or resort to trenchless construction techniques including but not limited to directional drilling in connection with the unlicensed works; (m) locate, install and inspect chambers or manholes within or on the land for the purposes of the unlicensed works; and (n) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to the exercise of protected species and or wildlife (which for the avoidance of doubt includes newts).
47/05, 47/06, 47/07	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the land (“the drainage works”); (b) inspect, use mechanical excavation (including directional drilling and/or digging), reinstate, remove, move or alter such part or parts of the drainage system on the land for the purposes of the drainage works (including

	<p>connecting the drainage works to any land drain as at the date of the drainage works);</p> <ul style="list-style-type: none"> (c) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment, for the purposes of the drainage works; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the drainage works; (e) place and use machinery, structures and temporary structures within the land for the purposes of the drainage works; (f) erect, create and remove fencing and secure works compounds, including temporary drilling and tunnelling compounds and working areas for the purposes of the drainage works; (g) make such investigations in or on the land as required for the purposes of the drainage works; (h) use or resort to trenchless construction techniques including but not limited to directional drilling in connection with the drainage works; (i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus (including the pipes, cables or conduits or apparatus of statutory undertakers) for the purposes of the drainage works; and (j) construct, use and remove any necessary temporary access roads including any necessary temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out.
<p>37/21, 37/22, 37/23, 38/01, 38/03,38/06, 38/07, 38/08, 38/11, 39/01, 39/02, 39/06, 39/07, 39/09, 39/10, 39/11, 39/12, 39/14, 40/01, 40/02, 40/03, 40/04, 40/06, 40/09, 40/10, 40/11, 40/12, 40/15, 41/01, 41/02, 41/10, 42/01, 42/02, 42/03, 42/04, 42/05, 42/06, 42/07, 42/09, 42/10, 42/12, 42/15, 43/01, 43/04, 43/08, 43/11, 43/12, 43/13, 43/14, 43/15, 43/16, 45/02, 45/15, 45/16, 45/20, 45/21, 45/23, 45/25, 46/02, 46/05, 46/08, 47/01, 47/13, 47/14, 47/17, 47/18, 47/21, 47/22, 47/23, 48/01, 48/05, 48/07, 48/08, 48/09, 48/12, 48/13, 48/14, 48/16, 48/17A, 48/17B,</p>	<p>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to:</p> <ul style="list-style-type: none"> (a) lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace ramps, means of access and footpaths, bunds, embankments, swales, landscaping and boundary treatments, habitat, jointing bays, manholes and link boxes; (b) install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse pre

48/19.	<p>and post development water supply, surface water management and drainage schemes on the land or to reinstate the existing scheme on the land and thereafter cleanse and maintain, alter, adjust, replace, improve or extend culverts;</p> <ul style="list-style-type: none"> (c) create boreholes; (d) erect, create and remove fencing and secure works compounds, including temporary drilling and tunnelling compounds and working areas; (e) store and stockpile materials (including excavated material); (f) use or resort to trenchless construction techniques including but not limited to directional drilling beneath sea defences, watercourses, roads and railways; (g) remove, reconstruct, or alter the position of apparatus including mains, sewers, drains, cables and pipelines of statutory undertakers; (h) enter and be upon the land and remain with or without plant, vehicles, machinery, apparatus and equipment, and to break up the surface of the land; (i) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials; (j) place, construct, use and remove plant, machinery and temporary structures in, on or over the land, including any necessary temporary bridging of water courses including bailey bridges; (k) remove fences within the land during any period during which construction, maintenance, repair or renewal are being carried out (subject to erection of any temporary stock proof fencing as is reasonably required and the re-instating of the original fences following the exercise of the rights); and (l) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to the exercise of protected species and or wildlife (which for the avoidance of doubt includes newts).
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SCHEDULE 6

Article 17 (4)

Modification of compensation and compulsory purchase enactments for creation of new rights and restrictive covenants

PART 1

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for the words “land is acquired or taken” there are substituted the words “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” there are substituted the words “over which the right is exercisable or the restrictive covenant is enforceable”.

(3) In section 58(1) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5—

- (a) for the words “part” in paragraphs (a) and (b) there shall be substituted the words “a right over or restrictive covenant affecting land consisting”;
- (b) for the word “severance” there shall be substituted the words “right or restrictive covenant over or affecting the whole of the house, building or manufactory or of the house and the park or garden;
- (c) for the words “part proposed” there shall be substituted the words “right or restrictive covenant proposed”; and
- (d) for the words “part is” there shall be substituted the words “right or restrictive covenant is”.

PART 2

Application of the 1965 Act

3.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

(a) 1973 c.26

- (a) the right acquired or to be acquired; or
- (b) the land over which the right is or is to be exercisable.

(2) Without prejudice to the generality of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

4. For section 7 of the 1965 Act (measure of compensation) there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired is to be imposed is depreciated by the acquisition of the right but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

5. For section 8 of the 1965 Act (provisions as to divided land) there shall be substituted the following section—

“**8.**—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

- (a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the Upper Tribunal (“the tribunal”); and
- (b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—
 - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or
 - (ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs, the Triton Knoll Electrical System Order 201[] (“the Order”) shall, in relation to that person, cease to authorise the purchase of the right and be deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) shall be determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land);

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or which is to be imposed is vested absolutely in the acquiring authority.

7. Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right, it has power, exercisable in equivalent circumstances and subject to equivalent conditions to those provided for in that section, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which will be deemed for this purpose to have been created on the date of service of the notice); and sections 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

8. Section 20 of the 1965 Act (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

9. Section 22 of the 1965 Act (interests omitted from purchase) is modified so as to enable the undertaker, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

SCHEDULE 7

Article 24

Land of which temporary possession may be taken

<i>(1) Area</i>	<i>(2) Number of land shown on land plan</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised project</i>
East Lindsey District Council	01/04	construction and storage compound	Work No 3B
East Lindsey District Council	05/17, 05/18	construction and storage compound	Work No 6
East Lindsey District Council	05/19, 05/20	<p>(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project;</p> <p>(b) laying and use of temporary vehicular access tracks, improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage</p>	Work No 6
East Lindsey District Council	05/22, 05/23, 05/24, 05/25	<p>(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project;</p> <p>(b) laying and use of temporary vehicular access tracks, improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage</p>	Work No 7
East Lindsey District Council	05/26, 05/27, 05/28, 05/29	construction and storage compound	Work No 7
East Lindsey District Council	10/10	construction and storage compound	Work No 10
East Lindsey District	13/03, 13/04, 13/05	construction and storage compound	Work No 12

Council			
East Lindsey District Council	13/06	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage 	Work No 12
East Lindsey District Council	13/08, 13/26	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage 	Work No 13
East Lindsey District Council	13/10	construction and storage compound	Work No 13
East Lindsey District Council	18/06	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage; (c) construction and storage compound 	Work No 15
East Lindsey District Council	18/09, 18/10, 18/11	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and 	Work No 16

		improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage	
East Lindsey District Council	18/20	construction and storage compound	Work No 18
East Lindsey District Council	19/03	(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage	Work No 18
East Lindsey District Council	20/11, 20/12, 20/14	construction and storage compound	Work No 20
East Lindsey District Council	20/13	(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage	Work No 20
East Lindsey District Council	26/04, 26/05,	construction and storage compound	Work No 23
East Lindsey District Council	26/08	(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage	Work No 23
East Lindsey District	27/02	construction and storage compound	Work No 25

Council			
East Lindsey District Council	27/05	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage 	Work No 25
East Lindsey District Council	29/10, 29/11,	construction and storage compound	Work No 27
East Lindsey District Council	29/13	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage 	Work No 27
East Lindsey District Council	29/16	construction and storage compound	Work No 28
East Lindsey District Council	29/15	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage 	Work No 28
East Lindsey District Council	31/12	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of 	Work No 30

		associated temporary structures including fencing and signage; (c) construction and storage compound	
East Lindsey District Council	33/03	construction and storage compound	Work No 32
East Lindsey District Council	36/02, 36/03	construction and storage compound	Work No 34
East Lindsey District Council	37/03, 37/04, 37/05	construction and storage compound	Work No 35
East Lindsey District Council	37/07 37/08, 37/10	construction and storage compound	Work No 36
Boston Borough Council	39/04	construction and storage compound	Work No 38
Boston Borough Council	39/05	(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage	Work No 38
Boston Borough Council	40/05	construction and storage compound	Work No 40
Boston Borough Council	41/05, 41/06, 41/07	construction and storage compound	Work No 41
Boston Borough Council	41/04	(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage	Work No 41
Boston Borough Council	43/03	construction and storage compound	Work No 43
Boston Borough Council	43/05	(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and	Work No 43

		<p>carrying out of the authorised project;</p> <p>(b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage</p>	
Boston Borough Council	43/06	<p>(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project;</p> <p>(b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage</p>	Work No 45
Boston Borough Council	43/07	construction and storage compound	Work No 45
Boston Borough Council	44/03b	construction and storage compound	Work No 47A
Boston Borough Council	44/04	<p>(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project;</p> <p>(b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage</p>	Work No 47A, 48, 49
Boston Borough Council	44/01	<p>(a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project;</p> <p>(b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage</p>	Work No 49

Boston Borough Council	45/04, 45/05, 45/07, 45/08, 45/10, 45/11, 45/13, 46/04, 46/07	<ul style="list-style-type: none"> (a) access with or without vehicles, plant, machinery, apparatus, equipment and materials for construction and carrying out of the authorised project; (b) laying and use of temporary vehicular access tracks and improvement to access tracks and roads, and erection of associated temporary structures including fencing and signage 	Work No 49
Boston Borough Council	47/07, 47/08	construction and storage compound	Work No 51

SCHEDULE 8

Article 26

Protective provisions

PART 1

Protection for Environment Agency and drainage authorities

1.—(1) The following provisions apply for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

2. In this part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and;

“construct” and “constructed” are construed accordingly;

“drainage authority” means in relation to an ordinary water course the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991 and in relation to a main river or any sea defence work means the Environment Agency;

“drainage work” means any watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring which is the responsibility of the drainage authority;

“a main river” and “ordinary watercourse” have the meanings given by respectively the Water Resources Act 1991 and the Land Drainage Act 1991;

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

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in any watercourse; or
- (c) affect the conservation, distribution or use of water resources.

“undertaker” means the undertaker as defined in article 2 of this Order

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority, or determined under paragraph 10.

(3) Any plans submitted under sub-paragraph (1) shall be approved as submitted except where in the reasonable opinion of the drainage authority, refusal or approval given subject to requirements is necessary to safeguard any drainage work against damage or to secure that its efficiency for flood defence purposes is not impaired.

(4) Any approval of the drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within two months of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later;
- (c) is deemed to have been given where any refusal issued by the drainage authority within the period mentioned in sub paragraph 3(b) has not been accompanied by a statement of the grounds of refusal; and

- (d) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or where the drainage authority is the Environment Agency for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.

4. Without limiting the scope of paragraph 2, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage by reason of any specified work; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 3, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this part of this Schedule; and
- (b) to the reasonable satisfaction of the drainage authority,

and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than seven days after the date on which it is brought into use.

(3) If the drainage authority shall reasonably require, the undertaker shall construct all or part of the protective works so that they are in place prior to the construction of specified works.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this part of this Schedule, the drainage authority may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this part of this Schedule or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served upon the undertaker, it has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined.

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice

in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works which are vested in the drainage authority, or which the drainage authority or another person is liable to maintain and is not prescribed by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this part of this Schedule.

7. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the drainage authority and if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. The undertaker must indemnify the drainage authority in respect of all costs, charges and expenses which the drainage authority may reasonably incur or have to pay or which it may sustain—

- (a) in the examination or approval of plans under this part of this Schedule; and
- (b) in the inspection of the construction of the specified works or any protective works required by the drainage authority under this part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified works and within 12 months of completion of the specified works.

9.—(1) Without prejudice to the other provisions of this part of this Schedule, the undertaker must indemnify the drainage authority from all claims, demands, proceedings, costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised works or any sewers, drains and watercourses; or
- (c) any flooding or increased flooding of any such lands; and where the drainage authority is the Environment Agency inadequate water quality in any watercourse or other surface waters or in any groundwater, which is caused by the construction of any of the specified works or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

10. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under the provisions of this part of this Schedule.

11. Any dispute arising between the undertaker and the drainage authority under this part of this Schedule, if the parties agree, is to be determined by arbitration under article 36 (arbitration), but otherwise is to be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Energy and Climate Change acting jointly on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

PART 2

Protection for Network Rail Infrastructure Limited

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

2. In this Schedule—

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

“the 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 his powers under section 8 of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited 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^(a)) 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;

“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 operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail Infrastructure Limited and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail Infrastructure Limited or 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; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

^a 2006 c.46

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 is or may be subject to railway operational procedures, Network Rail must—

- (a) 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
- (b) 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 article 14 (compulsory acquisition of land) Article 24 (temporary use of land for carrying out the authorised project), and Article 35 (felling or lopping of trees) or the powers conferred by section 11(3) of the 1965 Act in respect of any railway property 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, as applied by 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 any railway property except with the consent of Network Rail.

(5) 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.

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 settled by arbitration.

(2) 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 his disapproval of those plans and the grounds of his disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate his 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 his approval or disapproval, he shall be deemed to have approved the plans as submitted.

(3) 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 with all reasonable dispatch 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.

(4) When signifying his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his 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 with all reasonable dispatch 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 his 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) with all reasonable dispatch 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 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.—(1) 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 he 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 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 the completion of that 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 reasonable notice 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 9(a) provide such details of the formula 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 him of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signalmen, watchmen 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 authorised development 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 authorised development 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) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

- (4) In order to facilitate the undertaker's compliance with sub-paragraph (3)-
- (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 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).

(5) 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) have effect subject to the sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning operations on the authorised development and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised development causes EMI 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 (5)) to Network Rail's apparatus.

(7) 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; and
- (c) Network Rail must 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.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6) –

- (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.

(9) 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 (6) applies.

(10) For the purpose of paragraph 9(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in Article 36 (arbitration) to the institution of Civil Engineers shall be read as a reference to the institution of Electrical Engineers.

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 not adversely to 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 making of this Order 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 Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance 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;

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 his 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 notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall 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 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.

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 Schedule (including the amount of the relevant costs mentioned in paragraph 14) 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 Schedule (including any claim relating to those relevant costs).

17. In the assessment of any sums payable to Network Rail under 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 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 (transfer of 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 35 (certification of plans) are certified by the Secretary of State, provide a set of those plans to Network Rail in the form of a computer disc with read only memory.

PART 3

Protection for National Grid Gas plc and National Grid Electricity Transmission plc

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

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of the statutory undertaker to enable the statutory undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

(a) in the case of an electricity statutory undertaker, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by that statutory undertaker;

(b) in the case of a gas statutory undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

“authorised development” has the same meaning as in paragraph 2 of this Order and for the purposes of this Schedule include the use and maintenance of the authorised works^(a);

“commencement” has the same meaning as in paragraph 2 of this Order and commence shall be construed to have the same meaning;

“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, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the statutory undertaker including construct, use, repair, alter, inspect, renew or remove the apparatus

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

“undertaker” means the undertaker as defined in article 2 of this Order;

“statutory undertaker” means—

(a) any licence holder within the meaning of Part 1 of the Electricity Act 1989; and

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986.

3. Except for paragraphs 4, 9, 10 and 11 this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 9 (temporary stopping up of streets), a statutory undertaker shall be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

5. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker shall not acquire any land interest or apparatus or override any easement or other interest of the statutory undertaker otherwise than by agreement.

6.—(1) If, in the exercise of the agreement reached in accordance with paragraph (5) or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus shall not be removed under this part of this Schedule and any right of a statutory undertaker to maintain that apparatus in that land shall not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of the statutory undertaker in question in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it shall give to the statutory undertaker in question 56 days’ advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that

(a) Need to check that this definition extends to the use and maintenance of the works or add wording here “and for the purposes of this Schedule include the use and maintenance of the authorised works”. Also check whether PD rights included.

case (or if in consequence of the exercise of any of the powers conferred by this Order a statutory undertaker reasonably needs to remove any of its apparatus) the undertaker shall, subject to sub-paragraph (3), afford to the statutory undertaker to their satisfaction (taking into account paragraph 7(1)) the necessary facilities and rights for—

- (a) the construction of alternative apparatus in other land of the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker in question shall, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for the statutory undertaker to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule shall be constructed in such manner and in such line or situation as may be agreed between the statutory undertaker in question and the undertaker.

(5) The statutory undertaker in question shall, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

7.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to a statutory undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the undertaker and the statutory undertaker in question and shall be no less favourable on the whole to the statutory undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by the statutory undertaker.

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under 8(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to the statutory undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter shall be referred to arbitration and, the arbitrator shall make such provision for the payment of compensation by the undertaker to that statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 56 days before the commencement of any authorised works authorised by this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise, the undertaker shall submit to the statutory undertaker in question a plan.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) shall be detailed including a method statement and describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;

- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) intended maintenance regimes.

(3) The undertaker shall not commence any works to which sub-paragraph (2) applies until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (2)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and
- (b) shall not be unreasonably withheld or delayed.

(5) In relation to a work to which sub-paragraph (2) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under this Order shall be executed only in accordance with the plan submitted under sub-paragraph (1) or as relevant sub paragraph (4), as amended from time to time by agreement between the undertaker and the statutory undertaker, and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker shall be entitled to watch and inspect the execution of those works.

(7) Where statutory undertakers require any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works shall be carried out to the statutory undertakers' satisfaction prior to the commencement of any authorised works (or any relevant part thereof) and the statutory undertakers shall give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraph (1) or (4) (except in an emergency).

(8) If a statutory undertaker in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(9) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(10) The undertaker shall not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it shall give to the statutory undertaker in question notice and as soon as is reasonably practicable a plan of those works and shall—

- (a) comply with sub-paragraph (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (11) at all times.

(11) Within 28 days of receipt of a request from the statutory undertaker, the undertaker shall submit a scheme for monitoring ground subsidence for approval by the statutory undertaker, such approval not to be unreasonably withheld or delayed, for works within 15 metres of any apparatus which is capable of interfering with or risking damage to the statutory undertaker's apparatus.

(12) At all times when carrying out any works authorised under the Order comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated

installation requirements for third parties T/SP/SSW22” and HSE’s “HS(~G)47 Avoiding Danger from underground services”.

9.—(1) Not less than 56 days before the commencement of any authorised works authorised by this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise, the undertaker shall submit to the statutory undertaker in question a plan and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 10 metres measured in any direction of any apparatus, or (ii) involve embankment works within 10 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) shall be detailed including a method statement and describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation and positioning of plant;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted to the protected person under sub-paragraph (1) shall be detailed including a method statement and describing in addition to the matters set out in sub-paragraph (2)-

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid’s engineers; and
- (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of OHL construction traffic.

(4) The undertaker shall not commence any works to which sub-paragraph (2) or (3) apply until the statutory undertaker has given written approval of the plan so submitted.

(5) Any approval of the statutory undertaker required under sub-paragraph (2) or (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and
- (b) shall not be unreasonably withheld.

(6) In relation to a work to which sub-paragraph (2) or (3) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under this Order shall be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance

with such reasonable requirements as may be made in accordance with sub-paragraph (6) or (8) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker shall be entitled to watch and inspect the execution of those works.

(8) Where statutory undertakers require any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works shall be carried out to the statutory undertakers' reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) and the statutory undertakers shall give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraph (1) or (5) (except in an emergency).

(9) If a statutory undertaker in accordance with sub-paragraph (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(10) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The undertaker shall not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it shall give to the statutory undertaker in question notice as soon as is reasonably practicable and a plan of those works and shall—

- (a) comply with sub-paragraph (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) Within 28 days of receipt of a request from the statutory undertaker, the undertaker shall submit a scheme for monitoring ground subsidence for approval by the statutory undertaker, such approval not to be unreasonably withheld or delayed, for works within 10 metres of any apparatus which is capable of interfering with or risking damage to the statutory undertaker's apparatus.

(13) At all times when carrying out any works authorised under the Order comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

10.—(1) Subject to the following provisions of this paragraph, the undertaker shall pay to a statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by that statutory undertaker in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Schedule including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the statutory undertaker elects to use CPO powers to acquire any necessary rights under 6(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Schedule.

(2) There shall be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

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

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 3 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker in question by virtue of sub-paragraph (1) shall be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall be borne by the undertaker.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

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

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Schedule or any subsidence resulting from any of these works), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker shall—

- (a) bear and pay on demand the cost reasonably incurred by that statutory undertaker in making good such damage or restoring the supply; and
- (b) indemnify that statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party as aforesaid.

(2) The fact that any act or thing may have been done by a statutory undertaker on behalf of the undertaker or in accordance with a plan approved by a statutory undertaker or in accordance with any requirement of a statutory undertaker or under its supervision shall not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of this sub-paragraph (1)).

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of a statutory undertaker, its officers, servants, contractors or agents.

(4) A statutory undertaker shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without first consulting the undertaker and considering their representations.

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

13. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a statutory undertaker requires the removal of apparatus under paragraph 6(2) or a statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking and each statutory undertaker shall use its best endeavours to co-operate with the undertaker for that purpose.

14. If in consequence of the agreement reached in accordance with paragraph 5(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker shall provide such alternative means of access to such apparatus as will enable the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

15. Save for differences or disputes arising under paragraph 6(2), 6(4), 7(1) and 8 any difference or dispute arising between the undertaker and a statutory undertaker under this Schedule shall, unless otherwise agreed in writing between the undertaker and that statutory undertaker, be determined by arbitration in accordance with article 36 (arbitration).

PART 4

Protection for Anglian Water

1. For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

2. In this part of this schedule —

“Anglian Water” means Anglian Water Services Limited;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and—

- (a) any drain or works vested in Anglian Water under The Water Industry Act 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) of The Water Industry Act 1991 or an agreement to adopt made under section 104 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, drain, or works (within the meaning of section 219 of that Act) 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 Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“functions” includes powers and duties;

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

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

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

4.—(1) The undertaker shall not interfere with, build over or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any apparatus;

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;
- (b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
- (c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and
- (d) 6 metres where the diameter of the pipe exceeds 750 millimetres

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the Company.

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

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan and description under sub-paragraph (1) are submitted to it.

(4) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan and description instead of the plan and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan and description.

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

(6) It will be reasonable for Anglian Water to require that the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or the filling around the apparatus (where the apparatus is laid in a trench) be executed by Anglian Water.

(7) Anglian Water must execute any requirement made under sub-paragraph (6) in a timely manner.

(8) The alteration, extension, removal or re-location of any apparatus shall not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2010 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(9) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian 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. Anglian Water shall use reasonable endeavours to establish contingency arrangements in a timely manner.

(10) 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 Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 36 (arbitration).

(11) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

(12) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

(13) If for any reason or in consequence of the construction of any of the works referred to in paragraphs 4 to 6 and 8 above 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker shall,

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

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

(14) Nothing in paragraph 10 shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents.

(15) Any difference or dispute arising between the undertaker and Anglian Water under this Part of this Schedule shall unless otherwise agreed in writing between the undertaker and Anglian Water be determined by arbitration in accordance with article 36 (arbitration).

PART 5

Protection for the Canal & River Trust

1. The provisions of this Part have effect for the protection of Canal & River Trust, unless otherwise agreed in writing between the undertaker and Canal & River Trust.

2. In this Part—

“1940 Conveyance rights” means such rights as may be enjoyed by Canal & River Trust over plot 119 (as shown on the land plans) pursuant to a conveyance dated 23rd May 1940 as detailed in registered title number DY 160721;

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

“engineer” means an engineer appointed by Canal & River Trust and approved by the undertaker for the purposes of this Order;

“Canal & River Trust” means the Canal & River Trust acting as a trustee of the Waterways Infrastructure Trust or any successor body performing the same functions which holds any waterways within the Order limits;

“Canal & River Trust property” means any land owned by Canal & River Trust within the Order limits and includes land covered with water, sub-soil, air space and waterways;

“code of practice” means the code of practice for works affecting British waterways (April 2010) as amended from time to time;

“plans” includes sections, designs, design data, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), programmes and details of the extent, timing and duration of any proposed use or occupation of any Canal & River Trust property;

“specified work” means so much of any of the authorised development to be situated upon, across, under, over or within the waterway or that may in any way adversely affect the waterway;

“undertaker” means the undertaker as defined in article 2 of this Order; and

“waterway” means the canal within the Order limits and includes any pond or other waterway or course situated on Canal & River Trust property, any works, services, apparatus, equipment, lands (including subsoil) or premises belonging to or under the control of Canal & River Trust and held or used by it in connection with its statutory functions.

3.—(1) Where, under this Part or anywhere else under this Order, Canal & River Trust (or the engineer) is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Canal & River Trust must observe the provisions of the code of practice for works affecting waterways and, where the code of practice is adhered to and its provisions observed, such consent must not be unreasonably withheld. For the avoidance of doubt, any consent may be issued subject to reasonable conditions including any condition which requires compliance with the code of practice or any applicable part thereof and in respect of article 12 (discharge of water), it is reasonable to impose conditions requiring the payment of such charges as are typically charged by the owner of the relevant waterway.

(2) In so far as any specified work or the acquisition of rights under or over or use of Canal & River Trust property is or may be subject to the code of practice, Canal & River Trust must—

- (a) 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 that code; and
- (b) use its reasonable endeavours to avoid any conflict arising between the application of that code and the proper implementation of the authorised development pursuant to this Order.

4.—(1) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any Canal & River Trust property, unless preventing such access is with the consent of Canal & River Trust.

(2) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act in relation to any right of access of Canal & River Trust to Canal & River Trust property, but such right of access may be diverted with the consent of Canal & River Trust.

5.—(1) The undertaker must, before commencing construction of any specified work or carrying out any works on Canal & River Trust property, supply to Canal & River Trust proper and sufficient plans of that work for the reasonable approval (having regard to the undertaker's timetable for the construction of the authorised development) 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 settled by arbitration in accordance with article 36 (arbitration).

(2) If by the end of the period of 28 days beginning with the date on which such plans have been supplied to Canal & River Trust the engineer has not provided, in writing, disapproval of those plans and the grounds of disapproval, the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a period of 14 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the 14 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) When signifying approval of the plans, the engineer may specify any protective works (whether temporary or permanent) that 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 the waterway or the continued safe and efficient use of the waterway or any Canal & River Trust property, and such protective works (which for the avoidance of doubt may include requirements to fence any proposed works in order to separate the same from the waterways, ponds or watercourses situated on Canal & River Trust property either on a permanent or temporary basis) as may be reasonably necessary for those purposes must be constructed by the undertaker, as agreed between the parties or settled by arbitration in accordance with article 36 (arbitration), and such protective works must be carried out at the expense of the undertaker with all reasonable dispatch, 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(3) must, when commenced, be constructed —

- (a) with all reasonable dispatch (having regard to the undertaker's timetable for construction of the authorised development) 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 or disturbance as is possible to the waterway;
- (d) in such a manner to ensure that no materials are discharged or deposited into any stream, watercourse, waterway, pond or any other water feature on or forming part of Canal & River Trust property; and
- (e) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of the waterway.

(2) If any damage to the waterway is caused by the carrying out of, or in consequence of, the construction of a specified work, the undertaker must make good such damage and must pay to Canal & River Trust all reasonable and proper expenses that Canal & River Trust may incur or may be put to and reasonable and proper compensation for any loss which it may sustain by reason of such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligent act or default of Canal & River Trust or its servants, contractors or agents or any liability on Canal & River Trust with respect to any damage, costs, expenses or loss attributable to the negligent act or default 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 the engineer may reasonably require with regard to a specified work or the method of constructing it.

8. Canal & River Trust must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Canal & River Trust under this Part 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. The undertaker must repay to Canal & River Trust all reasonable and proper fees, costs, charges and expenses reasonably incurred by Canal & River Trust 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.

10. If at any time during or after the completion of a specified work, Canal & River Trust 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 the waterway, 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 not adversely to affect the operation of the waterway.

11.—(1) The undertaker must pay to Canal & River Trust all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part that may be reasonably incurred by Canal & River Trust —

- (a) by reason of the existence, construction or maintenance of a specified work; 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, and the undertaker must indemnify and keep indemnified Canal & River Trust from and against all reasonable and proper claims and demands arising out of or in connection with a specified work or any such act or omission within 12 months of completion of the specified work. The fact that any act or thing may have been done by Canal & River Trust 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 does not (if it was done without negligence on the part of Canal & River Trust or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under this subparagraph.

(2) Canal & River Trust must give the undertaker reasonable notice of any such claim or demand, and save as such conduct would be contrary to law no settlement or compromise of such a claim or demand must be made without the prior written consent of the undertaker, such consent not to be unreasonably withheld or delayed.

12. Canal & River Trust must, on receipt of a written 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 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.

13. In the assessment of any sums payable to Canal & River Trust under this Part, there must not be taken into account any increase in the sums claimed that are attributable to any action taken by or any agreement entered into by Canal & River Trust 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 or increasing the sums so payable.

14. The undertaker and Canal & River Trust may enter into, and carry into effect, agreements for the transfer to the undertaker of —

- (a) any Canal & River Trust property shown on the works or land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such Canal & River Trust property; and

- (c) any rights and obligations (whether or not statutory) of Canal & River Trust relating to any of Canal & River Trust property or any lands, works or other property referred to in this paragraph.

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

16. The undertaker must repay to Canal & River Trust all reasonable fees, costs, charges and expenses reasonably incurred by Canal & River Trust —

- (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 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 persons whom it must be reasonably necessary to appoint for inspecting, signalling, watching and lighting Canal & River Trust property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or incident arising from the construction or failure of a specified work; and
- (d) in respect of any additional temporary lighting of Canal & River Trust 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.

17.—(1) If any permanent or temporary alterations or additions to Canal & River Trust property are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work in order to ensure the safety of Canal & River Trust property or the continued safe operation of the waterway, such alterations and additions may be carried out by Canal & River Trust, and if Canal & River Trust gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Canal & River Trust 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 Canal & River Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 16, provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(3) If the cost of maintaining, working or renewing Canal & River Trust 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 Canal & River Trust under this paragraph.

PART 6

Protection for electricity, gas and sewerage undertakers

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

2. In this part of this Schedule—

“affected undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989(a);
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(b);

- (c) a water undertaker within the meaning of the Water Industry Act 1991(c); and
- (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991, and

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

“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (e) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989), belonging to or maintained by that affected undertaker;
- (f) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (g) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and
- (h) in the case of a sewerage undertaker
 - (i) any drain or works vested in the affected undertaker under the Water Industry Act 1991; and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

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

“functions” includes powers and duties; and

“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.

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

4. Regardless of any provision in this Order or anything shown on the land plans, the undertaker shall not acquire any apparatus otherwise than by agreement.

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus shall not be removed under this part of this Schedule and any right of an affected undertaker to maintain that apparatus in that land shall not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

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

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question shall, on receipt of a

written notice to that effect from the undertaker, as soon as reasonably practicable use all reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule shall be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 36 (arbitration).

(5) The affected undertaker in question shall, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 36 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

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

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

6.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 36 (arbitration).

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

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker shall submit to the affected undertaker in question a plan, section and description of the works to be executed.

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

(3) Any requirements made by an affected undertaker under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan, section and description.

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

8.—(1) Subject to the following provisions of this paragraph, the undertaker shall repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

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

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

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 36 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) shall be reduced by the amount of that excess.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

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

9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker shall—

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

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

(2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

10. Nothing in this part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 7

Protection for operators of electronic communications code networks

1. For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

2. In this part of this Schedule—

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system shall be construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act^(a);

“electronic communications code network” means—

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“the 2003 Act means the Communications Act 2003^(b);

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

3. The exercise of the powers of article 28 (statutory undertakers) are subject to paragraph 23 of Schedule 2 to the Telecommunications Act 1984^(c).

4.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

(a) See section 106
 (b) 2003 c.21
 (c) 1984 c.12

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or
 - (b) there is any interruption in the supply of the service provided by an operator, the undertaker shall bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and shall—
 - (i) make reasonable compensation to an operator for loss sustained by it; and
 - (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.
- (2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.
- (3) The operator shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.
- (4) Any difference arising between the undertaker and the operator under this paragraph shall be referred to and settled by arbitration under article 36 (arbitration).

5. This part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

6. Nothing in this part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

SCHEDULE 9

Article 31

Deemed licence under the Marine and Coastal Access Act 2009

PART 1

Licenced marine activities

1.—(1) In this licence—

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“Annex 1 Habitat” means such habitat as defined under the EU Council Directive 92/43/EEC on the Conservation of Natural Habitats and of Wild Fauna and Flora;

“authorised deposits” means the substances and articles specified in paragraph 2(4);

“authorised scheme” means Work Nos 1 and 2 described in paragraph 2 of this licence;

“cable” includes fibre optic cables either within the cable or laid alongside it;

“cable ducts” means conduits for the installation of electrical cables;

“cable protection” means measures to protect cables from physical damage and exposure due to loss of sea bed sediment, including but not limited to, the use of bagged solutions filled

with gravel or other materials as approved by the MMO, protective aprons or covering mattresses, flow energy dissipation devices or rock and gravel placement;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science;

“commence” means beginning to carry out the activities authorised by the deemed marine licence (deemed licence under the Marine and Coastal Access Act 2009) other than pre-construction surveys or monitoring;

“condition” means a condition in Part 2 of this licence;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the Marine and Coastal Access Act 2009;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order and submitted with the application;

“HBMCE” means the Historic Buildings and Monuments Commission for England, being Historic England or any replacement body;

“horizontal directional drilling” or “HDD” means the laying of cables by means of horizontal directional drilling;

“HDD works” means horizontal directional drilling works, including exit for HDD and related works;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO;

“licensed marine activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust and alter, and further includes remove, reconstruct and replace any of the ancillary works in Part 2 of Schedule 1 (authorised project) to the extent assessed in the environmental statement; and “maintenance” shall be construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the Marine and Coastal Access Act 2009 which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the average throughout a year of the heights of two successive high waters during those periods of 24 hours when the range of the tide is greatest as defined by the MMO and shown as the Order limits plans;

“notice to mariners” includes any notice to mariners which may be issued by the Admiralty, Trinity House, Queen’s harbour masters, government departments and harbour and pilotage authorities;

“offshore Order limits” means the limits shown on the works plans whose grid co-ordinates are set out in paragraph 3 within which the authorised scheme may be carried out;

“the Order” means the Triton Knoll Electrical System Order 201[x];

“Order limits plans” means the document certified as the Order limits boundary coordinates plan by the Secretary of State for the purposes of this Order;

“outline offshore written scheme of investigation” means the document certified as the outline offshore written scheme of investigation by the Secretary of State for the purposes of this Order;

“outline offshore operations and management plan” means the document certified as the outline offshore operations and management plan by the Secretary of State for the purposes of this Order;

“statutory nature conservation body” means the government’s advisor on the natural environment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UK Hydrographic Office or UKHO” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Triton Knoll Offshore Wind Farm Limited;

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

“Work No 3” means up to 6 export cables for the transmission of high voltage alternating current electricity laid underground in cable ducts; up to 6 landfall transition joint bays, access to Work No 2, including the construction of haul roads and a temporary construction compound; and

“works plans” means the plans certified as the works plans by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument shall be construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated–

- (a) all times shall be taken to be Greenwich Mean Time (GMT); and
- (b) all co-ordinates shall be taken to be latitude and longitude degrees, minutes and seconds to three decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence shall be–

- (a) Marine Management Organisation

Offshore Marine Licensing

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE47YH

Tel 0300 123 1032

- (b) Marine Management Organisation (coastal office)

Estuary House

Wharncliffe Road

Grimsby

Lincolnshire

DN31 3QL

Tel: 01472 355 112

- (c) Trinity House

Tower Hill

London

EC3N 4DH

Tel 020 74816900

- (d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA12DN

Tel 01823 337 900

- (e) Maritime and Coastguard Agency
Navigation Safety Branch
Bay 2/20
Spring Place
105 Commercial Road
Southampton
S015 1EG
Tel 023 8032 9448
- (f) Centre for Environment, Fisheries and Aquaculture Science
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel 01502 562 244
- (g) Natural England
Foss House
Kings Pool
1-2 Peasholme Green
York
North Yorkshire
YO1 7PX
Tel 03000604911
- (h) The Historic Buildings and Monuments Commission for England
c/o Historic England
Eastgate Court
195-205 High Street
Guildford
GU1 3EH
Tel 01483 252 057
- (i) JNCC
Inverdee House
Baxter Street
Aberdeen
AB11 9QA

Details of licensed marine activities

2.—(1) This licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities up to mean high water springs under section 66(1) of the 2009 Act, subject to the conditions—

- (a) the deposit at sea of the substances and articles specified in sub-paragraph (4);
- (b) the construction of works in or over the sea and/or on or under the sea bed; and
- (c) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation.

(2) Such activities are authorised in relation to the construction, maintenance and operation of—

Work No 1— up to six cables for the transmission of high voltage alternating current electricity together with fibre optic cables for the transmission of electronic communications laid on or beneath the seabed between the collector substations and Work No 2 including pipeline crossings and cable protection.

Work No 2— up to six cables for the transmission of high voltage alternating current electricity together with fibre optic cables for the transmission of electronic communications laid in cable ducts from mean low water springs connecting Work No 1 and Work No 3.

(3) And in connection with Work Nos 1 and 2, ancillary works within the offshore Order limits and up to mean high water springs which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

- (a) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
- (b) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works;
- (c) cable route preparation works;
- (d) the removal, reconstruction or alteration of the position of subsea cables existing at the date of commencement of the licenced activities; and
- (e) HDD exit pits.

(4) The substances or articles authorised for deposit at sea are—

- (a) iron/steel;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic/synthetic; and
- (f) marine coatings, other chemicals and timber.

3. The grid coordinates for the offshore Order limits seaward of mean high water springs are specified below and more particularly shown on the Order limits plans—

Coordinates for the offshore Order limits seaward of MHWS

<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>		<i>Point</i>	<i>Latitude (DMS)</i>	<i>Longitude (DMS)</i>
AI	53° 32' 16.234" N	0° 51' 40.692" E		G	53° 17' 0.671" N	0° 23' 40.084" E
AJ	53° 24' 31.248" N	0° 59' 39.385" E		H	53° 17' 20.885" N	0° 24' 5.700" E
AS	53° 22' 56.159" N	0° 46' 8.201" E		I	53° 17' 25.462" N	0° 24' 16.736" E
AT	53° 22' 35.877" N	0° 45' 39.771" E		J	53° 19' 9.809" N	0° 25' 20.599" E
AU	53° 20' 58.870" N	0° 45' 30.470" E		K	53° 19' 38.094" N	0° 25' 44.472" E
AV	53° 20' 18.829" N	0° 44' 23.598" E		L	53° 20' 27.460" N	0° 26' 42.541" E
AW	53° 20' 2.612" N	0° 43' 18.260" E		M	53° 20' 43.520" N	0° 27' 29.635" E
AX	53° 20' 1.822" N	0° 41' 58.661" E		N	53° 20' 46.705" N	0° 28' 38.086" E
AY	53° 20' 4.107" N	0° 41' 22.273" E		O	53° 20' 39.043" N	0° 34' 13.401" E
AZ	53° 20' 1.898" N	0° 40' 30.850" E		P	53° 20' 31.962" N	0° 35' 58.445" E
BA	53° 19' 58.395" N	0° 39' 51.749" E		Q	53° 20' 32.022" N	0° 36' 28.081" E
BB	53° 19' 59.805" N	0° 37' 16.544" E		R	53° 20' 35.314" N	0° 37' 11.880" E
BC	53° 19' 56.528" N	0° 36' 32.931" E		S	53° 20' 33.895" N	0° 39' 46.605" E
BD	53° 19' 56.382" N	0° 35' 55.878" E		T	53° 20' 37.303" N	0° 40' 24.656" E
BE	53° 20' 3.584" N	0° 34' 8.235" E		U	53° 20' 39.751" N	0° 41' 23.781" E

BF	53° 20' 11.127" N	0° 28' 36.545" E		V	53° 20' 37.410" N	0° 42' 1.047" E
BG	53° 20' 7.964" N	0° 27' 43.904" E		W	53° 20' 37.931" N	0° 43' 9.122" E
BH	53° 20' 1.938" N	0° 27' 23.706" E		X	53° 20' 47.002" N	0° 43' 46.826" E
BI	53° 19' 17.721" N	0° 26' 33.517" E		Y	53° 21' 11.473" N	0° 44' 32.598" E
BJ	53° 18' 55.345" N	0° 26' 14.927" E		Z	53° 22' 14.571" N	0° 44' 36.340" E
BK	53° 17' 2.447" N	0° 25' 4.201" E		AA	53° 22' 50.453" N	0° 44' 45.224" E
BL	53° 16' 54.685" N	0° 24' 46.623" E		AB	53° 23' 37.771" N	0° 45' 8.186" E
BM	53° 16' 37.940" N	0° 24' 25.834" E		AC	53° 24' 10.968" N	0° 45' 42.526" E
BN	53° 16' 4.626" N	0° 23' 15.114" E		AD	53° 25' 2.619" N	0° 44' 32.111" E
BO	53° 15' 55.271" N	0° 21' 40.714" E		AE	53° 28' 4.193" N	0° 44' 10.434" E
BP	53° 15' 52.991" N	0° 20' 45.646" E		AF	53° 28' 19.752" N	0° 44' 13.790" E
BQ	53° 15' 51.994" N	0° 20' 34.705" E		AG	53° 29' 12.732" N	0° 41' 28.840" E
BR	53° 15' 51.249" N	0° 19' 42.683" E		AH	53° 31' 42.626" N	0° 42' 58.368" E
BS	53° 15' 58.542" N	0° 19' 24.827" E		AR	53° 24' 6.378" N	0° 48' 43.578" E
BT	53° 16' 0.730" N	0° 19' 19.467" E		AQ	53° 24' 46.233" N	0° 49' 44.994" E
A	53° 16' 6.688" N	0° 19' 15.877" E		AP	53° 25' 38.625" N	0° 52' 49.002" E
B	53° 16' 23.419" N	0° 19' 35.327" E		AO	53° 25' 38.029" N	0° 53' 0.402" E
C	53° 16' 27.466" N	0° 20' 29.534" E		AN	53° 25' 21.824" N	0° 53' 25.522" E
D	53° 16' 28.433" N	0° 20' 40.181" E		AM	53° 24' 38.801" N	0° 55' 38.414" E
E	53° 16' 30.664" N	0° 21' 34.324" E		AL	53° 24' 39.002" N	0° 56' 17.146" E
F	53° 16' 38.211" N	0° 22' 53.464" E		AK	53° 24' 31.246" N	0° 56' 45.454" E

4. This licence does not permit the decommissioning of the authorised project. No decommissioning activity may commence until a decommissioning programme has been approved by the Secretary of State under section 106 of the Electricity Act 2004. Furthermore, at least 4 months before carrying out any decommissioning activity, the undertaker must notify the MMO of the proposed activity to establish whether a marine licence is required for the activity.

5. The provisions of section 72 of the 2009 Act shall apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence shall only apply to a transfer not falling within article 5 (transfer of benefit of Order).

6. Where the words 'unless otherwise agreed' or 'unless otherwise stated' appear in the conditions in Part 2, any such agreement or statement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the MMO that the subject matter of the approval or agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Design parameters

- 1.—(1) The total number of cables comprising Work No 1 must not exceed six.
- (2) The total length of the cables comprising Work No 1 must not exceed 396 kilometres.
- (3) The total amount of cable protection for the cables comprising Work No 1 must not exceed 367,200 square metres and 320,760 cubic metres.
- (4) The finished height of any cable protection must not exceed 10% of the navigable water depth existing prior to works commencing unless otherwise agreed in writing in advance with the MMO and MCA.

Notifications and inspections

2.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
 - (i) all agents and contractors notified to the MMO in accordance with condition 11; and
 - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 11;
- (b) within 28 days of receipt of a copy of this licence those persons referred to at paragraph (a) must provide a completed form to the MMO confirming their understanding of the terms of the conditions of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 11 are permitted to carry out the licensed marine activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The document referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at all times at the locations set out in sub-paragraph (3).

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the local MMO coastal office in writing at least five working days prior to the commencement of the licensed activities or any part of them.

(7) The Kingfisher Information Service of Seafish, must be informed by email of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part to kingfisher@seafish.co.uk—

- (a) at least two weeks prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and
- (b) on completion of all offshore activities, confirmation of notification must be provided to the MMO.

(8) The undertaker must ensure that a notice to mariners is issued at least 10 working days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No 1 and Work No 2 and the expected vessel routes from the local construction ports to the relevant locations.

(9) The undertaker must ensure that the notices to mariners are updated and reissued at weekly intervals during the construction activities and within five days of any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 7(b). Copies of all notices must be provided to the MMO.

(10) The undertaker must notify—

- (a) the UK Hydrographic Office of both the commencement (within two weeks), progress and completion (within two weeks) of the authorised scheme in order that all necessary amendments to nautical charts are made; and
- (b) copies of all notices must be provided to the MMO.

(11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof the undertaker shall as soon as possible and no later than 24 hours

following the identification of damage, destruction or decay, notify Trinity House, MMO, MCA and the UKHO.

Offshore safety management

3.—(1) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has given written approval for an Emergency Response Co-operation Plan (ERCoP) which includes full details of the ERCoP for the construction, operation and decommissioning phases of that part of the authorised scheme in accordance with the MCA recommendations as appropriate contained within MGN371 “Offshore Renewable Energy Installations” (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues”.

(2) The ERCoP must be implemented as approved, unless otherwise agreed in writing by the MMO in consultation with the MCA.

(3) No part of the authorised scheme may commence until the MMO in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the development, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN371 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.

Aids to navigation

4.—(1) The undertaker shall during the whole period of the construction, operation, alteration, replacement or decommissioning of the authorised development seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as directed by Trinity House.

(2) The undertaker must keep Trinity House and the MMO informed of progress of the authorised scheme seaward of MHWS including:

- (a) a notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within 5 working days of completion of construction of the authorised scheme.

(3) The undertaker must submit reports quarterly to Trinity House detailing the working condition of aids to navigation. Reports may be submitted more frequently as specified by Trinity House.

(4) The undertaker must notify Trinity House and the MMO of any failure of the aids to navigation including timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the detection of any such failure.

(5) Should condition 2(11) be invoked, the undertaker must lay down such buoys, exhibit such lights and take other steps for preventing danger to navigation as directed by Trinity House.

Chemicals, drilling and debris

5.—(1) Unless otherwise agreed in writing by the MMO, all chemicals used in the construction of the authorised scheme must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) Unless otherwise agreed in writing by the MMO, the undertaker shall ensure that any coatings and any treatments are suitable for use in the marine environment and are used in accordance with Pollution Prevention Control Guidelines or guidelines approved by the Health and Safety Executive Agency.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of a minimum of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(5) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team within 24 hours.

(6) The undertaker must ensure that any debris arising from the construction of the authorised scheme or from equipment or temporary works placed below MHWS are removed within 4 weeks of completion of the authorised scheme unless otherwise agreed with the MMO.

(7) Subject to sub-paragraph (10), at least 10 days prior to the commencement of the licensed activities the undertaker must submit to the MMO an audit sheet covering all aspects of the construction of the licensed activities or any phase of them. The audit sheet must include details of–

(a) loading facilities;

(b) vessels;

(c) equipment;

(d) shipment routes;

(e) transport;

(f) working schedules; and

(g) all components and materials to be used in the construction of the authorised scheme.

(8) The audit sheet must be maintained throughout the construction of the authorised scheme (or relevant phase) must be submitted to the MMO for review at fortnight intervals during periods of active offshore construction.

(9) In the event that the undertaker discovers that any materials on the audit sheet are unaccounted for, they will inform the MMO within 6 hours of that discovery having been made. The notification must include a description of the items unaccounted for, and where known provide the coordinates where the items may be located. The MMO shall require the undertaker, where it is deemed appropriate to do so, to carry out a side scan survey to plot all the potential obstructions within the relevant areas of the offshore Order limits, this area may be extended at the reasonable discretion of the MMO. Any obstruction that the MMO believes to be associated with the licensed marine activities must be removed at the undertaker's expense where practicable.

(10) As an alternative to the completion of an audit sheet, with written approval from the MMO, the undertaker may introduce a dropped object procedure. If a dropped object procedure is introduced, any dropped objects must be reported to the MMO using the dropped object procedure form within 6 hours of the undertaker becoming aware of an incident. On receipt of the dropped object procedure form, the MMO may require relevant surveys to be carried out by the undertaker (such as side-scan sonar), and the MMO may require obstructions to be removed from the seabed at the undertaker's expense.

(11) The undertaker must agree with the MMO, before commencement of works, whether the dropped object procedure or audit sheet is to be used.

(12) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source free from contaminants and containing minimal fines.

(13) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the MMO, Trinity House, MCA and UKHO within 48 hours and if the MMO shall reasonably consider such

material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

Force majeure

6. If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO. The unauthorised deposits shall be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

7. The licensed activities or any part of those activities except for HDD works within Work No 2 shall not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO–

- (a) a plan, in consultation with Trinity House and the MCA, which shows the length and arrangement of the cables comprising Work Nos 1 and 2 to ensure conformity with the description of Work Nos 1 and 2 and compliance with condition 1 above;
- (b) a construction and monitoring programme to include details of–
 - (i) the proposed construction start date;
 - (ii) proposed timings for mobilisation of plant, delivery of materials and installation works;
 - (iii) proposed pre-construction surveys, baseline report format and content, post-construction monitoring and related reporting in accordance with conditions 7(g), 12 and 13; and
 - (iv) an indicative written construction programme (insofar as not shown in paragraph (ii)),

with details pursuant to sub-paragraph (iii) to be submitted to the MMO at least four months prior to the first survey unless otherwise agreed in writing with the MMO;

- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details of–
 - (i) cable installation, including cable landfall, cable protection and pipeline crossings;
 - (ii) contractors;
 - (iii) vessels and vessels transit corridors; and
 - (iv) associated and ancillary works;
- (d) a project environmental management plan to include details of–
 - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;
 - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) waste management and disposal arrangements; and
 - (iv) the appointment and responsibilities of a fisheries liaison officer and an environmental liaison officer;
- (e) a cable protection plan providing details of the need, type, sources, quantity and installation methods for cable armouring and a statement of the total area and volume of cable armouring material to be installed, to be within the scope of the environmental impact assessment recorded in the environmental statement;

- (f) a cable specification and installation plan for the offshore Order limits in consultation with Trinity House and the MCA, to include—
 - (i) technical specification of the cables including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice; and
 - (ii) a detailed cable laying plan, incorporating a burial risk assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;
- (g) a written scheme of archaeological investigation (WSI) in relation to the offshore Order limits seaward of mean low water in accordance with the outline offshore written scheme of investigation and industry good practice following consultation with the HBMCE to include—
 - (i) details of responsibilities of the undertaker, archaeological consultant and contractor inclusive of a programme for the production of reports and publication of results;
 - (ii) a methodology for any further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
 - (iii) archaeological analysis and reporting of survey data, and timetable, which is to be submitted to the MMO within four months of any survey being completed;
 - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
 - (v) monitoring during and post construction, including a conservation programme for finds;
 - (vi) archiving of archaeological material inclusive of any completed and agreed archaeological reports produced through the WSI that are to be deposited by the undertaker within a public archive in accordance with the OASIS (Outline Access to the Index of archaeological investigations) system; and
 - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme;
- (h) a mitigation scheme for Annex 1 biogenic reef (*Mytilus edulis* and or *Sabellaria Spinulosa*) features (or biogenic reef out with the Inner Dowsing, Race Bank and North Ridge site of Conservation Importance (IDRBNR SCI)) identified by the survey referred to in condition 12(2)(a);
- (i) an offshore operations and maintenance plan in accordance with the outline offshore operations and maintenance plan to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.

8.—(1) Any archaeological reports produced in accordance with condition 7(g)(iii) are to be agreed with the HBMCE.

(2) The undertaker must ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment (NRHE), by submitting a Historic England OASIS form with a digital copy of the report within 6 months of the completion of construction of the authorised scheme. If the report relates to the intertidal area the undertaker must notify the MMO and Lincolnshire County Council that the OASIS report has been submitted to the NRHE within two weeks of the submission.

9.—(1) HDD works within Work No 2 shall not commence until the following have been submitted to and approved in writing by the MMO including as relevant to those works—

- (a) a construction method statement in accordance with the details assessed within the environmental statement including details of contractors, vessels and vessel transit corridors;
- (b) a written scheme of archaeological investigation; and
- (c) a marine pollution contingency plan.

(2) The undertaker shall also comply with conditions 2(6), 2(7), 2(8), and 2(9) prior to horizontal directional drilling works commencing.

10.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 7 and the details to be approved under condition 9 must be submitted for approval at least four months prior to the intended start of construction, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) No licensed activities shall commence until the MMO has approved in writing each programme, statement, plan, protocol or scheme required to be approved under condition 7 and the licensed activities must, where relevant, be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 7, unless otherwise agreed in writing by the MMO.

Reporting of engaged agents, contractors and vessels

11.—(1) The undertaker must notify the MMO in writing of any agents, contractors or sub-contractors that will carry out any licensed activity. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. The undertaker holder will submit a movement sheet weekly thereafter.

Pre-construction monitoring and surveys

12.—(1) The undertaker must submit details for written approval by the MMO in consultation with the statutory nature conservation body of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report; and—

- (a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and
- (b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) appropriate surveys to determine the location, extent and composition of any Annex 1 biogenic reef features (*Mytilus Edulis* and or *Sabellaria Spinulosa*) within the IDRBNR SCI or biogenic reef features in whole or in part inside the area(s) within the offshore Order limits in which it is proposed to carry out construction works;
- (b) a swath bathymetry survey(s), to IHO Order 1a and side scan sonar, of the area(s) within the offshore Order limits in which it is proposed to carry out construction works, and to provide the data and survey report(s) to the UKHO; and
- (c) one high resolution bathymetry and side-scan sonar survey of the area(s) within the offshore Order limits in which it is proposed to carry out construction works, including a 500m buffer area around the site of each works. This should include the identification of sites of historic or archaeological interest in accordance with the offshore written scheme of investigation.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the statutory nature conservation body.

Post construction

13.—(1) The undertaker must submit details for approval by the MMO in consultation with the statutory nature conservation body of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

- (a) dependent on the outcome of the survey undertaken in condition 12(2)(a) above, a survey to determine the effects of construction activity on the location, extent and composition of Annex I or Potential Annex I qualifying biogenic features in whole or in part inside the area(s) within the offshore Order limits in which construction works were carried out; and
- (b) a swath bathymetric survey to IHO Order 1a across the area(s) within the offshore Order limits ensure the cables have been buried and located within the Order limits and provide the data and survey report(s) to the UKHO.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the statutory nature conservation body.

Bathing Water Quality

14. Work No 2 shall not be undertaken between 15 May and 30 September in any year unless a scheme to protect the Bathing Water Quality Directive status, as determined by a review of Environment Agency baseline data prior to construction, has been submitted to and approved in writing by the MMO, following consultation with the Environment Agency. The scheme must include:

- (a) an assessment of the impact of any works in the intertidal area (with a particular focus on the potential bacte issues that may be caused by disturbed sediment) which will be undertaken during the bathing water season of 15 May to 30 September; and
- (b) identification of measures to be implemented to mitigate any identified risks to ensure the Bathing Water Directive status is not impacted.

SCHEDULE 10
Removal of Hedgerows

Article 34

(1) <i>Area</i>	(2) <i>Hedgerow Number</i>	(3) <i>Grid coordinates</i>		(4) <i>Identifier</i>	(5) <i>Grid Coordinates</i>		(6) <i>Identifier</i>
		<i>Easting</i>	<i>Northing</i>		<i>Easting</i>	<i>Northing</i>	
East Lindsey District	1	553997	376099	1a	553983	376164	1b
East Lindsey District	2	553755	375881	2a	553693	375822	2b
East Lindsey District	3	553755	375881	3a	553769	375868	3b
East Lindsey District	5	553731	375741	5a	553654	375689	5b
East Lindsey District	6	553652	375684	6a	553722	375708	6b
East Lindsey District	7	553532	375209	7a	553454	375181	7b
East Lindsey District	8	553440	375148	8a	553510	375159	8b
East Lindsey District	11	553274	374342	11a	553275	374329	11b
East Lindsey District	12	553078	374106	12a	553072	374186	12b
East Lindsey District	13	552962	373969	13a	552879	373951	13b
East Lindsey District	14	552962	373970	14a	552963	373964	14b
East Lindsey District	14	552886	373853	14c	552820	373851	14d
East Lindsey District	15	552816	373841	15a	552882	373843	15b
East Lindsey District	16	552714	372936	16a	552745	373090	16b
East Lindsey District	18	552693	372651	18a	552799	372631	18b
East Lindsey District	19	552690	372637	19a	552699	372633	19b
East Lindsey District	20	552698	372632	20a	552699	372634	20b
East Lindsey District	21	552679	372539	21a	552702	372633	21b
East Lindsey District	22	552738	371241	22a	552798	371265	22b
East Lindsey District	23	552738	371213	23a	552798	371237	23b
East Lindsey District	24	552837	369888	24a	552843	369901	24b
East Lindsey District	25	552738	369522	25a	552797	369512	25b
East Lindsey District	26	552488	368519	26a	552470	368628	26b
East Lindsey District	28	552386	367336	28a	552293	367598	28b

East Lindsey District	29	552399	366950	29a	552425	366865	29b
East Lindsey District	30	552206	366674	30a	552302	366700	30b
East Lindsey District	31	552198	366663	31a	552300	366690	31b
East Lindsey District	32	551800	365700	32a	551875	365707	32b
East Lindsey District	33	551858	365395	33a	551791	365395	33b
East Lindsey District	34	551919	365026	34a	551851	365033	34b
East Lindsey District	36	551801	364690	36a	551929	364661	36b
East Lindsey District	37	551376	364390	37a	551449	364363	37b
East Lindsey District	38	551256	364319	38a	551330	364293	38b
East Lindsey District	41	549711	363950	41a	549746	363899	41b
East Lindsey District	44	548855	363251	44a	548907	363230	44b
East Lindsey District	45	548755	363139	45a	548797	363108	45b
East Lindsey District	46	548788	363100	46a	548784	363103	46b
East Lindsey District	47	548357	362821	47a	548424	362801	47b
East Lindsey District	48	548138	362537	48a	548111	362594	48b
East Lindsey District	49	548083	362456	49a	548026	362479	49b
East Lindsey District	51	547963	362272	51a	547898	362282	51b
East Lindsey District	52	547956	362262	52a	547959	362271	52b
East Lindsey District	53	547739	362059	53a	547733	362023	53b
East Lindsey District	54	547566	361840	54a	547570	361888	54b
East Lindsey District	55	546019	360824	55a	546040	360835	55b
East Lindsey District	55	546197	360916	55c	546200	360917	55d
East Lindsey District	56	546209	360866	56a	546107	360802	56b
East Lindsey District	57	545949	360803	57a	545972	360741	57b
East Lindsey District	58	545445	360909	58a	545291	360855	58b
East Lindsey District	59	545226	360857	59a	545236	360916	59b
East Lindsey District	60	545226	360917	60a	545216	360857	60b
East Lindsey District	61	544187	360593	61a	544223	360545	61b
East Lindsey District	62	542665	359323	62a	542651	359382	62b
East Lindsey District	63	538634	357478	63a	538759	357475	63b
East Lindsey District	64	536940	356341	64a	536955	356490	64b
East Lindsey District	65	534897	354293	65a	534903	354374	65b
East Lindsey District	66	534398	353937	66a	534421	353874	66b

East Lindsey District	67	531481	351344	67a	531486	351286	67b
East Lindsey District	68	530930	350498	68a	530930	350498	68b
East Lindsey District	70	529751	349067	70a	529854	349093	70b
East Lindsey District	71	529532	348618	71a	529581	348656	71b
East Lindsey District	72	528924	348472	72a	528982	348534	72b
East Lindsey District	73	528833	348459	73a	528782	348495	73b
Boston District	74	526744	347295	74a	526776	347244	74b
Boston District	75	526678	347182	75a	526623	347218	75b
Boston District	76	525936	346731	76a	525891	346774	76b
Boston District	77	525126	346225	77a	524799	345952	77b
Boston District	78	523430	345442	78a	523501	345353	78b
Boston District	80	520608	342294	80a	520712	342304	80b
Boston District	82	519597	339666	82a	519621	339718	82b
Boston District	83	519651	338400	83a	519820	338574	83b

Discharge of Requirements

Applications made under requirement

1. Where an application has been made to the relevant planning authority for any agreement or approval required pursuant to a Requirement included in this Order, the relevant planning authority must give notice to the undertaker of their decision including the reasons on the application, within a period of 8 weeks beginning with—

- (a) the day immediately following that on which the application is received by the authority; or
- (b) such longer period as may be agreed by the undertaker and the relevant planning authority.

Further information

2.—(1) Where an application has been made under paragraph 1 the relevant planning authority shall have the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the relevant planning authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within 14 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the relevant planning authority wishes to consult with a body in relation to a requirement it must issue the consultation within 5 business days of receipt of the application and must notify the undertaker in writing to specify any further information requested by the identified body within 3 business days of receipt of such a request and in any event within 21 business days of receipt of the application.

(4) In the event that the relevant planning authority does not give such notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

Appeals

3. The undertaker may appeal in the event that—

- (a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions; or
- (b) the relevant planning authority does not give notice of its decision to the undertaker within the time period specified in paragraph 1,

and any appeal must be made within 42 business days following the occurrence of any of the events in sub-paragraphs (a) and (b).

Appeal process

4.—(1) Any appeal under this Schedule shall take place by written representations only. The appeal process shall be as follows—

- (a) the undertaker must submit to the Secretary of State a copy of the application submitted to the relevant planning authority and any supporting documents which the undertaker may wish to provide (“the appeal documentation”) and must on the same day provide

copies of the appeal documentation to the relevant planning authority and any requirement consultee;

- (b) as soon as is practicable after receiving the appeal documentation, the Secretary of State shall appoint a person to determine the appeal (“the appointed person”) and shall notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
- (c) the relevant planning authority and the requirement consultee (if any) must submit written representations to the appointed person in respect of the appeal within 10 business days of the date on which the appeal parties are notified of the appointed person under sub-paragraph (b) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (d) the appeal parties must make any counter-submissions to the appointed person within 10 business days of receipt of written representations pursuant to paragraph (c); and
- (e) the appointed person shall make a decision and notify it to the appeal parties, with reasons, as soon as practicable.

(2) The appointment of the person pursuant to sub-paragraph (1)(b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(3) In the event that the appointed person considers that further information is necessary to enable him to consider the appeal he shall, as soon as practicable, notify the appeal parties in writing specifying the further information required, the party from whom the information is sought and the date by which the information is to be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided to the appointed person and the other appeal parties on or before the date specified by the appointed person. Any written representations concerning matters contained in the further information must be provided to the appointed person and the other appeal parties within 10 business days of that date.

(5) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to him in the first instance and must state in writing the reasons for any decision.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits set by the appointed person under this paragraph.

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to him that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Schedule 1 to this Order as if it had been given by the relevant planning authority.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On the application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and

the terms on which it is to be made, the appointed person is to have regard to Communities and Local Government Circular 03/2009 or any circular or guidance which may from time to time replace it.

Fees

5.—(1) Where an application is made to the relevant planning authority for agreement or approval in respect of a requirement or any defined stage within that requirement, a fee of £97.00 is to be paid to it.

(2) Any fee under this Schedule must be refunded to the undertaker within 4 weeks of—

- (a) the application being rejected as invalidly made; or
- (b) the relevant planning authority failing to determine the application within the period determined under paragraph 1;

unless within that period the undertaker agrees in writing that the fee is to be retained by the relevant planning authority and credited in respect of a future application.

Interpretation of Schedule 11

6. In this Schedule—

“the appeal parties” means the relevant planning authority, the requirement consultee and the undertaker;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971^(a);

“requirement consultee” means any body named in a Requirement which is the subject of an appeal as a body to be consulted by the relevant planning authority in discharging that Requirement.

(a) 1971 c.80. There are amendments to this Act which are not relevant to this Order.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of the electrical system works required for the Triton Knoll Offshore Wind Farm approximately 33 kilometres off the coast of Lincolnshire, 46 kilometres off the coast of Norfolk and 48 kilometres off the nearest point on the coast of the East Riding of Yorkshire, and within the County of Lincolnshire and districts of East Lindsey and Borough of Boston, together with all necessary and associated development. It authorises the compulsory purchase of land and rights in land, as well as overriding easements and other rights, and provides a defence in proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

The Order also grants a deemed marine licence for the marine licensable activities, being the deposit of substances and articles and the carrying out of works involved in the construction of the electrical works and associated development.

The deemed marine licence imposes conditions in connection with the deposits and works for which it grants consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 35 (certification of plans, etc.) of this Order may be inspected free of charge at [].

201[] No. []

INFRASTRUCTURE PLANNING

The Triton Knoll Electrical System Order 201[]

Made - - - - *Day Month 201[]*

Coming into force - - *Day Month 201[]*

Burges Salmon LLP
One Glass Wharf
Bristol
BS2 0ZX