

Southampton to London Pipeline Project

Deadline 7

Draft Development Consent Order (Tracked
Changes Version)

Application Document: 3.1

Planning Inspectorate Reference Number: EN070005

APFP Regulation No. 5(2)(b)

Revision No. 8.0

April 2020



202[] No. 0000

INFRASTRUCTURE PLANNING

**The Southampton to London Pipeline Development Consent
Order 202[]**

Made - - - - 202[]

Coming into force - - 202[]

CONTENTS

PART 1

PRELIMINARY

1. Citation and commencement
2. Interpretation

PART 2

PRINCIPAL POWERS

3. Development consent etc. granted by the Order
4. Maintenance of authorised development
5. Maintenance of drainage works
6. Limits of deviation
7. Benefit of Order
8. Consent to transfer benefit of Order

PART 3

STREETS

9. Application of the permit schemes
10. Power to alter layout, etc. of streets
11. Street works
12. Application of the 1991 Act
13. Temporary ~~stopping-up~~closure, alteration, diversion or restriction of streets and public rights of way
14. Use of private roads for construction
15. Access to works
16. Traffic regulation
17. Agreements with street authorities

PART 4
SUPPLEMENTAL POWERS

18. Discharge of water
19. Protective work to buildings
20. Authority to survey and investigate the land

PART 5
POWERS OF ACQUISITION AND POSSESSION OF LAND

21. Compulsory acquisition of land
22. Compulsory acquisition of land – incorporation of the mineral code
23. Compulsory acquisition of rights and restrictive covenants
24. Time limit for exercise of authority to acquire land compulsorily
25. Private rights over land
26. Modification of Part 1 of the 1965 Act
27. Application of the 1981 Act
28. Acquisition of subsoil or airspace only
29. Rights under or over streets
30. Temporary use of land for carrying out the authorised development
31. Temporary use of land for maintaining the authorised development
32. Crown rights
33. Special category land
34. Statutory undertakers
35. Recovery of costs of new connections

PART 6
MISCELLANEOUS AND GENERAL

36. Disapplication of legislative provisions
37. Removal of human remains
38. Application of landlord and tenant law
39. Operational land for purposes of the Town and Country Planning Act 1990
40. Planning permission
41. Defence to proceedings in respect of statutory nuisance
42. Felling or lopping
43. Trees subject to Tree Preservation Orders
44. Protection of interests
45. Certification of documents, etc.
46. Service of notices
47. No double recovery
48. Arbitration

SCHEDULES

SCHEDULE 1 — AUTHORISED DEVELOPMENT

SCHEDULE 2 — REQUIREMENTS

- PART 1 — REQUIREMENTS
- PART 2 — PROCEDURE FOR DISCHARGE OF REQUIREMENTS
- SCHEDULE 3 — STREETS SUBJECT TO TEMPORARY ALTERATION OF LAYOUT
- SCHEDULE 4 — STREETS SUBJECT TO STREET WORKS
- SCHEDULE 5 — STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY ~~CLOSED~~~~STOPPED-UP~~
- PART 1 — STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY ~~STOPPED-UP~~~~CLOSED~~, ALTERED, DIVERTED OR RESTRICTED FOR WHICH A DIVERSION IS TO BE PROVIDED
 - PART 2 — STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY ~~STOPPED-UP~~~~CLOSED~~, ALTERED, DIVERTED OR RESTRICTED FOR WHICH NO DIVERSION IS TO BE PROVIDED
- SCHEDULE 6 — MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF RESTRICTIVE COVENANTS
- SCHEDULE 7 — LAND OF WHICH ONLY TEMPORARY POSSESSION MAY BE TAKEN
- SCHEDULE 8 — TREES SUBJECT TO TREE PRESERVATION ORDERS
- SCHEDULE 9 — PROTECTIVE PROVISIONS
 - PART 1 — FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWAGE UNDERTAKERS
 - PART 2 — FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS
 - PART 3 — FOR THE PROTECTION ~~FOR OF~~ RAILWAY INTERESTS
 - PART 4 — FOR THE PROTECTION OF THE ENVIRONMENT AGENCY
 - PART 5 — FOR THE PROTECTION OF THE DRAINAGE AUTHORITY
 - PART 6 — FOR THE PROTECTION OF HIGHWAYS ENGLAND
 - PART 7 — FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY AND GAS UNDERTAKER
 - PART 8 — FOR THE PROTECTION OF SOUTHERN ELECTRIC POWER DISTRIBUTION PLC AS ELECTRICITY UNDERTAKER
 - PART 9 — FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS UNDERTAKER
 - PART 10 — FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER
- SCHEDULE 10 — REMOVAL OF IMPORTANT HEDGEROWS
- SCHEDULE 11 — DOCUMENTS TO BE CERTIFIED

An application has been made to the Secretary of State under section 37 of the Planning Act 2008(a) (“the 2008 Act”) and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(b) for an Order granting development consent.

The application was examined by a panel of four members (“the Panel”) (appointed by the Secretary of State) in accordance with Chapter 4 of Part 6 of the 2008 Act, and the Infrastructure Planning (Examination Procedure) Rules 2010(c).

The Panel, having considered the representations made and not withdrawn and the application together with the accompanying documents, in accordance with section 83 of the 2008 Act, has submitted a report with a recommendation to the Secretary of State.

The Secretary of State, having considered the representations made and not withdrawn, and the report of the Panel, has decided to make an Order granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application].

The Secretary of State is satisfied that the parcels of common, open space or fuel or field allotment land comprised within the Order limits (as identified in the Book of Reference), when burdened with rights imposed by this Order, will be no less advantageous than they were before to persons in whom they are 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 and 120 of the 2008 Act, makes the following Order—

PART 1 PRELIMINARY

Citation and commencement

1. This Order may be cited as the Southampton to London Pipeline Development Consent Order 202[] and comes into force on [] 202[].

Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(d);

~~“the 1962 Act” means the Pipe lines Act 1962(e);~~

“the 1965 Act” means the Compulsory Purchase Act 1965(f);

“the 1980 Act” means the Highways Act 1980(a);

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

(b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524 and S.I. 2017/572.

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

(d) 1961 c. 33.

~~(e) 1962 c. 58.~~

(f) 1965 c. 56.

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981**(b)**;

“the 1984 Act” means the Road Traffic Regulation Act 1984**(c)**;

“the 1990 Act” means the Town and Country Planning Act 1990**(d)**;

“the 1991 Act” means the New Roads and Street Works Act 1991**(e)**;

“the 2008 Act” means the Planning Act 2008**(f)**;

“the 2016 Regulations” means the Environmental Permitting (England and Wales) Regulations 2016**(g)**;

“access & rights of way plan” means the plans of that description set out in Schedule 11 (documents to be certified) and certified by the Secretary of State as the access & rights of way plan for the purposes of this Order;

“address” includes any number or address for the purposes of electronic transmission;

“apparatus”, unless otherwise provided for, has the same meaning as in Part 3 of the 1991 Act;

“authorised development” means the development and associated development described in Schedule 1 (authorised development) or any part of it, which is development within the meaning of section 32 (meaning of development) of the 2008 Act;

“the book of reference” means the document of that description set out in Schedule 11 (documents to be certified) and 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;

“business days” means Monday to Friday excluding Bank Holidays and other public holidays or days on which general or local elections are held;

“carriageway” has the same meaning as in the 1980 Act and includes part of a carriageway;

“CEMP” means the construction environmental management plan to be prepared and approved under Requirement 6 (construction environmental management plan) of Schedule 2 (Requirements);

“code of construction practice” means the document of that description set out in Schedule 11 (documents to be certified) and certified by the Secretary of State as the code of construction practice for the purposes of this Order;

“commence” means beginning to carry out any material operation (as defined in section 155 of the 2008 Act) forming part, or carried out for the purposes, of the authorised development other than operations consisting of remediation works, environmental (including archaeological) surveys and investigation, site or soil survey, erection of fencing to site boundaries or marking out of site boundaries, installation of amphibian and reptile fencing, the diversion or laying of services or environmental mitigation measures, and “commencement” must be construed accordingly;

“cycle track” has the same meaning as in the 1980 Act and includes part of a cycle track**(h)**;

“electronic transmission” means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

(a) 1980 c. 66.

(b) 1981 c. 66.

(c) 1984 c. 27.

(d) 1990 c. 8.

(e) 1991 c. 22.

(f) 2008 c. 29.

(g) S.I. 2016/1154.

(h) The definition of “cycle track” (in section 329(1) of the 1980 Act) was amended by section 1 of the Cycle Tracks Act 1984 (c. 38) and paragraph 21(2) of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c. 54).

“environmental statement” means the environmental statement (May 2018 – Documents 6.1 to 6.4) as submitted by Esso Petroleum Company, Limited to support its application for development consent;

“footway” and “footpath” have the same meaning as in the 1980 Act and include part of a footway or footpath;

“the general arrangement plans” means the plans of that description set out in Schedule 11 (documents to be certified) and certified as the general arrangement plans by the Secretary of State for the purposes of this Order;

“highway”, “highway authority” and “local highway authority” have the same meaning as in the 1980 Act and “highway” includes part of a highway;

“the land plans” means the plans of that description set out in Schedule 11 (documents to be certified) and certified as the land plans by the Secretary of State for the purposes of this Order;

“limits of deviation” means the limits of deviation referred to in article 6 (limits of deviation) and shown on the works plans;

“maintain” in relation to the authorised development includes to inspect, assess, repair, test, cleanse, adjust, alter, divert, renew, re-lay, improve, landscape, preserve, make safe, dismantle, remove, clear, reconstruct, refurbish, replace, demolish, abandon or decommission any part of the authorised development, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement and for the avoidance of doubt must not include the renewal, re-laying, reconstruction or replacement of the entirety of the pipeline works, and any derivative of “maintain” is to be construed accordingly;

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

“the Order limits” means the limits of lands to be acquired or used permanently or temporarily shown on the land plans and works plans within which the authorised development may be carried out;

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

“the permit schemes” mean the following schemes made under Part 3 of the Traffic Management Act 2004(b) as in force at the date on which this Order is made—

- (a) the Traffic Management (Hampshire County Council) Permit Scheme Order 2019; and
- (b) the Traffic Management (Surrey County Council) Permit Scheme Order 2015 (as varied);

~~“pigs” means pipeline inspection gauges;~~

“the pipeline works” means Works Nos. 1A to 1H (inclusive) as set out in Schedule 1 (authorised development) excluding any pipeline marker posts and cathodic protection test posts;

“relevant highway authority” means, in any given provision of this Order (including the Requirements), the local highway authority for the area to which the provision relates;

“relevant planning authority” means, in any given provision of this Order (including the Requirements), the local planning authority—

- (a) for the area of land to which the provision relates is situated; and
- (b) with the relevant legislative competence under the 1990 Act for the matter to which that provision relates;

(a) 1981 c. 67. The definition of “owner” was amended by paragraph 9 of Schedule 15 to the Planning and Compensation Act 1992 (c.34). There are other amendments to section 7 which are not relevant to the Order.

(b) 2004 c. 18.

“Requirements” means the requirements listed in Part 1 of Schedule 2 (requirements), and any reference to a numbered requirement is to be construed accordingly;

~~“the special category land plan” means the plans of that description set out in Schedule 11 (documents to be certified) and certified as the special category land plan by the Secretary of State for the purposes of this Order;~~

“statutory undertaker” means any statutory undertaker for the purposes of section 127(8), of the 2008 Act (statutory undertakers’ land) and includes a public communications provider as defined in section 151(1) of the Communications Act 2003(a);

“street” means, irrespective of whether it is a thoroughfare, the whole or any part of any highway, road, lane, footway, alley, passage, square, court and any land laid out as a way, whether it is for the time being formed as a footpath or not, together with land on the verge of a street or between two carriageways, and includes part of a street and any bridge, viaduct, overpass or underpass which a street passes over;

“street authority”, in relation to a street, has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act;

“traffic authority” has the same meaning as in the 1984 Act;

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

“undertaker” means Esso Petroleum Company, Limited (Company No. 00026538) of Ermyn House, Ermyn Way, Leatherhead, Surrey KT22 8UX who has the benefit of this Order in accordance with article 7 (benefit of Order) and article 8 (consent to transfer benefit of Order);

~~“the valve works” means Works Nos. 2B to 2G (inclusive) and 2I to 2O (inclusive) as set out in Schedule 1 (authorised development);~~

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

“the works plans” means the plans of that description set out in Schedule 11 (documents to be certified) and 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 airspace above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are taken to be measured along that work.

(4) For the purposes of this Order, all areas described in square metres in the book of reference are approximate.

(5) References to any statutory body includes that body’s successor bodies from time to time that have jurisdiction over the authorised development.

(6) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the access & rights of way plan.

(7) References in this Order to numbered works are references to works as numbered in Schedule 1 (authorised development).

(8) In this Order, the expression “includes” is to be construed without limitation.

(a) 2003 c. 21.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order, including the Requirements, the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

(2) Any enactment applying to land within or adjacent to the Order limits has effect subject to the provisions of this Order.

Maintenance of authorised development

4.—(1) The undertaker may at any time maintain the authorised development, except to the extent that this Order, or an agreement made under this Order, provides otherwise.

(2) Paragraph (1) does not authorise diversion of the authorised development—

- (a) outside the limits of deviation; or
- (b) which would result in the authorised development varying from the description in Schedule 1 (authorised development).

Maintenance of drainage works

5.—(1) Nothing in this Order, or the construction, maintenance or operation of the authorised development under it, affects any responsibility for the maintenance of any works connected with the drainage of land, whether that responsibility is imposed or allocated by or under any enactment, or otherwise, unless otherwise agreed in writing between the undertaker and the person responsible.

(2) In this article “drainage” has the same meaning as in section 72 (interpretation) of the Land Drainage Act 1991(a).

Limits of deviation

6.—(1) In carrying out, maintaining or diverting the authorised development, the undertaker may—

- (a) deviate the pipeline works and the valve works laterally within the extent of the limits of deviation for those works shown on the works plans;
- (b) deviate the pipeline works vertically upwards to a limit of not less than 1.2 metres below the surface of the ground (except where ground conditions make compliance with this upwards limit impracticable in which case the upwards limit is 0.7 metres below the surface of the ground);
- (c) deviate the pipeline works vertically downwards—
 - (i) in respect of those sections of the pipeline works which may be constructed and installed using trenched construction methods, to such extent as may be found necessary or convenient to a maximum depth of 4 metres below the surface of the ground (except where ground conditions or existing infrastructure make compliance with this downwards limit impracticable in which case the downwards limit is extended to 5 metres below the surface of the ground, following consultation with the Environment Agency and provided that such extension does not give rise to any new or materially different environmental effects to those assessed in the environmental statement); and

(a) 1991 c. 59.

- (ii) in respect of those sections of the pipeline works which may be constructed and installed using trenchless construction methods, to such extent as may be found necessary or convenient to a maximum depth of 12 metres below the surface of the ground (except that, in respect of Works Nos. 1D and 1G, the downwards limit is 16 metres below the surface of the ground and, in respect of Work No. 1Eii, the downwards limit is 50 metres below the surface of the ground);
- (d) deviate the valve works vertically—
 - (i) upwards or above ground level to the height limits set for those works in Schedule 1 (authorised development); and
 - (ii) downwards to any extent as may be found necessary or convenient to a maximum depth of 4 metres below the surface of the ground.

(2) The maximum limits of vertical deviation specified in paragraphs (1)(b), (c) and (d) do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction and the Secretary of State, following consultation with the relevant planning authority, certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects to those identified in the environmental statement.

(3) In this article "the valve works" means Works Nos. 2B to 2G (inclusive) and 2I to 2O (inclusive) as set out in Schedule 1 (authorised development).

Benefit of Order

7.—(1) Subject to paragraph (2) and article 8 (consent to transfer benefit of Order), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to the works for which the consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers and other persons affected by the authorised development.

Consent to transfer benefit of Order

8.—(1) The undertaker may, with the consent of the Secretary of State—

- (a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order 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 and such related statutory rights as may be so agreed.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3), includes references to the transferee or the lessee.

(3) 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.

PART 3

STREETS

Application of the permit schemes

9.—(1) The permit schemes apply to the construction and maintenance of the authorised development and will be used by the undertaker in connection with the exercise of any powers conferred by this Part.

(2) For the purposes of this Order—

- (a) a permit may not be refused or granted subject to conditions which relate to the imposition of moratoria; and
- (b) a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(3) References to moratoria in paragraph (2) mean restrictions imposed under section 58 (restrictions on works following substantial road works) or section 58A (restrictions on works following substantial street works) of the 1991 Act.

(4) Without restricting the undertaker's recourse to any alternative appeal mechanism which may be available under the permit schemes or otherwise, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit schemes in accordance with the mechanism set out in Part 2 of Schedule 2 (requirements) of this Order.

Power to alter layout, etc. of streets

10.—(1) The undertaker may for the purposes of carrying out the authorised development temporarily alter the layout of, or carry out any works in, a street specified in column (1) of Schedule 3 (streets subject to temporary alteration of layout) in the manner specified in relation to that street in column (2).

(2) Without limitation on the specific powers conferred by paragraph (1), but subject to paragraph (4), the undertaker may, for the purposes of constructing and maintaining the authorised development, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may—

- (a) increase the width of the carriageway of the street by reducing the width of any footpath, footway, cycle track, central reservation or verge within the street;
- (b) alter the level or increase the width of any such street, footpath, footway, cycle track, central reservation or verge;
- (c) reduce the width of the carriageway of the street;
- (d) execute any works to widen or alter the alignment of pavements;
- (e) make and maintain crossovers and passing places;
- (f) execute any works of surfacing or resurfacing of the highway;
- (g) carry out works for the provision or alteration of parking places, loading bays and cycle tracks;
- (h) execute any works necessary to alter or provide facilities for the management and protection of pedestrians; and
- (i) execute any works to provide or improve sight lines required by the highway authority.

(3) The undertaker must restore to the reasonable satisfaction of the street authority any street that has been temporarily altered under this article.

(4) The powers conferred by paragraph (2) must not be exercised without the consent of the street authority but such consent is not to be unreasonably withheld or delayed.

(5) If a street authority which receives an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application was made, it is deemed to have granted consent.

Street works

11.—(1) The undertaker may, for the purposes of the authorised development, enter upon so much of any of the streets specified in column (1) of Schedule 4 (streets subject to street works) as is within the Order limits and may without the consent of the street authority—

- (a) break up or open the street, or any sewer, drain or tunnel within or under it;

- (b) tunnel or bore under the street or carry out works to strengthen or repair the carriageway;
- (c) remove or use all earth and materials in or under the street;
- (d) place and keep apparatus in the street;
- (e) maintain, alter or renew apparatus in or on the street or change its position;
- (f) demolish, remove, replace and relocate any street furniture within the street;
- (g) execute any works to provide or improve sight lines;
- (h) execute and maintain any works to provide hard and soft landscaping;
- (i) carry out re-lining and placement of road markings;
- (j) remove and install temporary and permanent signage; and
- (k) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (j).

(2) Without limiting the scope of the powers conferred by paragraph (1) but subject to paragraph (3), the undertaker may, for the purposes of the authorised development, or for purposes ancillary to it, enter on so much of any other street whether or not within the Order limits, for the purposes of carrying out the works set out in paragraph (1).

(3) The powers conferred by paragraph (2) must not be exercised without the consent of the street authority but such consent is not to be unreasonably withheld or delayed.

(4) If a street authority that receives an application for consent under paragraph (3) fails to notify the undertaker of its decision within 42 days beginning with the date on which the application was made, that authority will be deemed to have granted consent.

(5) The authority given by paragraph (1) or (2) 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.

(6) In this article “apparatus” has the meaning given in Part 3 of the 1991 Act but also expressly includes pipelines (together with any apparatus and works associated therewith) within the meaning of section 65 (meaning of “pipe-line”) of the [Pipe-lines Act 1962\(a\)-Act](#).

Application of the 1991 Act

12.—(1) Works executed under this Order in relation to a highway which consists of or includes a carriageway are to be treated for the purposes of Part 3 (street works in England and Wales) of the 1991 Act as major highway works if—

- (a) they are of a description mentioned in any of paragraphs (a), (c) to (e), (g) and (h) of section 86(3) (which defines what highway authority works are major highway works) of that Act; or
- (b) they are works which, had they been executed by the highway authority, might have been carried out in exercise of the powers conferred by section 64(b) (dual carriageways and roundabouts) of the 1980 Act or section 184(c) (vehicle crossings over footways and verges) of that Act.

(2) In Part 3 of the 1991 Act, in relation to works which are major highway works by virtue of paragraph (1), references to the highway authority concerned are to be construed as references to the undertaker.

(3) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers of this Order—

(a) [1962 c. 58](#).

(b) Section 64 was amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51) and section 168(2) of, and Schedule 9 to, the New Roads and Street Works Act 1991 (c. 22).

(c) Section 184 was amended by sections 35, 37, 38 and 46 of the Criminal Justice Act 1982 (c. 48); section 4 of, and paragraph 45(11) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11); and section 168 of, and paragraph 9 of Schedule 8 and Schedule 9 to, the New Roads and Street Works Act 1991 (c. 22).

- (a) section 56(a) (power to give directions as to timing);
- (b) section 56A(b) (power to give directions as to placing of apparatus);
- (c) section 58(c) (restrictions on works following substantial road works);
- (d) section 58A(d) (restriction on works following substantial street works); and
- (e) Schedule 3A(e) (restriction on works following substantial street works).

(4) The provisions of the 1991 Act mentioned in paragraph (5) (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved under, those provisions apply (with the necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 13 (temporary ~~stopping up~~closure, alteration, diversion or restriction of streets and public rights of way), whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(5) The provisions of the 1991 Act(f) referred to in paragraph (4) are—

- (a) section 54(g) (advance notice of certain works), subject to paragraph (6);
- (b) section 55(h) (notice of starting date of works), subject to paragraph (6);
- (c) section 57(i) (notice of emergency works);
- (d) section 59(j) (general duty of street authority to co-ordinate works);
- (e) section 60 (general duty of undertakers to co-operate);
- (f) section 68 (facilities to be afforded to street authority);
- (g) section 69 (works likely to affect other apparatus in the street);
- (h) section 75 (inspection fees);
- (i) section 76 (liability for cost of temporary traffic regulation); and
- (j) section 77 (liability for cost of use of alternative route),

and all such other provisions as apply for the purposes of the provisions mentioned in subparagraphs (a) to (j).

(6) Sections 54 and 55 of the 1991 Act as applied by paragraph (4) have effect as if references in section 57 of that Act to emergency works were a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

Temporary ~~stopping up~~closure, alteration, diversion or restriction of streets and public rights of way

13.—(1) During and for the purposes of carrying out the authorised development, the undertaker may temporarily ~~stop up~~close, alter, divert or restrict any street or public right of way shown on the access & rights of way plan or within the Order limits and may for any reasonable time—

- (a) divert the traffic from the street or public right of way; and
- (b) subject to paragraph (3), prevent all persons from passing along the street or public right of way.

(a) Section 56 was amended by section 43 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
 (b) Section 56A was inserted by section 44 of the Traffic Management Act 2004 (c. 18).
 (c) Section 58 was amended by section 51 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
 (d) Section 58A was inserted by section 52 of the Traffic Management Act 2004 (c. 18).
 (e) Schedule 3A was inserted by section 52(2) of, and Schedule 4 to, the Traffic Management Act 2004 (c. 18).
 (f) Sections 54, 55, 57, 60, 68 and 69 were amended by sections 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
 (g) As also amended by section 49(1) of the Traffic Management Act 2004 (c. 18).
 (h) As also amended by section 49(2) and 51(9) of the Traffic Management Act 2004 (c. 18).
 (i) As also amended by section 52(3) of the Traffic Management Act 2004 (c. 18).
 (j) As amended by section 42 of the Traffic Management Act 2004 (c. 18).

(2) Without limitation on the scope of paragraph (1), the undertaker may use as a temporary working site any street or public right of way which has been temporarily ~~stopped-up~~closed, altered, diverted or restricted under the powers conferred by this article.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary ~~stopping-up~~closure, alteration, diversion or restriction under this article if there would otherwise be no reasonable access.

(4) Without limitation on the scope of paragraph (1), the undertaker may temporarily ~~stop-up~~close, alter, divert or restrict the streets or public rights of way specified in column (1) of Parts 1 and 2 of Schedule 5 (streets or public rights of way to be temporarily ~~stopped-up~~closed, altered, diverted or restricted) to the extent specified in column (2) of that Schedule, and, if it does so in respect of a street or public right of way specified in Part 1 of Schedule 5, must provide the temporary diversion as specified in column (3) of that Part.

(5) The undertaker must not temporarily ~~stop-up~~close, alter, divert or restrict any street or public right of way as mentioned in paragraph (1) without the consent of the street authority, which may attach reasonable conditions to any consent, but such consent must not be unreasonably withheld or delayed.

(6) Where the undertaker provides a temporary diversion under paragraph (4), the temporary alternative route is not required to be of a higher standard than the temporarily ~~stopped-up~~closed street or public right of way in column (1) of Part 1 of Schedule 5.

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

(8) If a street authority which receives an application for consent under paragraph (5) fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application was made, it is deemed to have granted consent.

(9) References to the temporary stopping up of any street or highway in Schedule 9 (protective provisions) and any agreement referred to in paragraph 1 of Part 1 (for the protection of electricity, gas, water and sewerage undertakers) of that Schedule are to be construed as a reference to the closure of that street or highway under this article.

Use of private roads

14.—(1) Subject to paragraphs (2), (3) and (4), the undertaker may use any private road within the Order limits for the passage of persons or vehicles (with or without materials, plant and machinery) for the purposes of, or in connection with, the construction and maintenance of the authorised development.

(2) The undertaker must compensate the person liable for the repair of a road to which paragraph (1) applies for any loss or damage which that person may suffer by reason of the exercise of the power conferred by paragraph (1).

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of such compensation, is to be determined under Part 1 of the 1961 Act.

(4) The undertaker may only use a private road under paragraph (1) for such time as the power to take temporary possession of the land upon which it is located under either article 30 (temporary use of land for carrying out the authorised development) and article 31 (temporary use of land for maintaining the authorised development) is capable of being exercised under those articles in relation to that land.

Access to works

15.—(1) The undertaker may, for the purposes of the authorised development and subject to paragraph (2), with the consent of the street authority (such consent not to be unreasonably withheld or delayed) following consultation by the street authority with the relevant planning authority, form and lay out such means of access (permanent or temporary) or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

(2) The consent of the street authority is not required for the formulation, laying out or improvement of a new or existing means of access as described in Schedule 1 (authorised development).

(3) If the street authority which has received an application for consent under paragraph (1) fails to notify the undertaker of its decision before the end of the 42 day period beginning with the date on which the application was made, it is deemed to have granted consent.

Traffic regulation

16.—(1) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld or delayed, the undertaker may at any time, for the purposes of, or in connection with, the construction of the authorised development—

- (a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;
- (b) permit, prohibit or restrict the stopping, waiting, loading or unloading of vehicles on any road;
- (c) authorise the use as a parking place of any road;
- (d) make provision as to the direction or priority of vehicular traffic on any road; and
- (e) permit or prohibit vehicular access to any road,

either at all times or at times, on days or during such periods as may be specified by the undertaker.

(2) The undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated before complying with the provisions of paragraph (3).

(3) The undertaker must not exercise the powers conferred by paragraph (1) unless it has—

- (a) given not less than 28 days' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated; and
- (b) advertised its intention in such manner as the traffic authority may specify in writing within 7 days of its receipt of notice of the undertaker's intention as provided for in subparagraph (a).

(4) Any prohibition, restriction or other provision made by the undertaker under paragraph (1)—

- (a) has effect as if duly made by, as the case may be—
 - (i) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or
 - (ii) the local authority in whose area the road is situated, as an order under section 32 (power of local authorities to provide parking spaces)(a) of the 1984 Act, and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and
- (b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004(b).

(5) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers of paragraph (1) at any time.

(6) Expressions used in this article and in the 1984 Act ~~shall~~ have the same meaning in this article as in that Act.

(a) As amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51) and section 168(1) of, and paragraph 39 of Schedule 8 to, the 1991 Act.

(b) 2004 c. 18.

(7) If the traffic authority fails to notify the undertaker of its decision within 42 days of receiving an application for consent under paragraph (1) the traffic authority is deemed to have granted consent.

Agreements with street authorities

- 17.**—(1) A street authority and the undertaker may enter into agreements with respect to—
- (a) the construction of any new street, including any structure carrying the street over any part of the authorised development;
 - (b) the strengthening, improvement, repair or reconstruction of any street, including any structure carrying the street over any of the authorised development;
 - (c) the maintenance of the structure of any bridge or tunnel carrying a street over or under any part of the authorised development;
 - (d) any stopping up, alteration or diversion of a street authorised by this Order;
 - (e) the carrying out in the street of any of the works referred to in article 10 (power to alter layout, etc. of streets) and article 11 (street works); and
 - (f) such other works as the parties may agree.
- (2) Such an agreement may, without limitation on the scope of paragraph (1)—
- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
 - (b) include an agreement between the undertaker and the street authority specifying a reasonable time for the completion of the works; and
 - (c) contain such terms as to payment and other matters as the parties consider appropriate.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

18.—(1) Subject to paragraphs (3) and (4) 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 development 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.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to 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 must 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 must not be unreasonably withheld.

- (4) The undertaker must not make any opening into any public sewer or drain except—
- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld or delayed; and
 - (b) where that person has been given the opportunity to supervise the making of the opening.

(a) 1991 c. 56. Section 106 was amended by the Water Act 2003 (c. 37), sections 36(2) and 99 subject to the transitional provisions contained in article 6 of, and Schedule 3 to, S.I. 2004/641. There are other amendments to section 106 which are not relevant to this Order.

(5) The undertaker must 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 must, unless otherwise authorised under the provisions of this Order or any environmental permit relating to the discharge of water in connection with the authorised development, 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; but nothing in this Order requires the undertaker to maintain a watercourse or public sewer or drain.

(7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the 2016 regulations.

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a sewerage undertaker or an urban development corporation; and
- (b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991(a) have the same meaning as in that Act.

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

Protective work to buildings

19.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits or which may be affected by the authorised development as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised development; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development is first brought into operational use.

(3) For the purpose of determining how the functions under this article are to be exercised the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage, and place on, leave on and remove from the building any apparatus and equipment for use in connection with the survey.

(4) For the purpose of carrying out protective works under this article to a building the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;
- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a right under paragraph (4)(b) to enter land,

(a) 1991 c. 57.

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a) or (c), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 48 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of 5 years beginning with the day on which the part of the authorised development constructed in the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the construction or use of that part of the authorised development,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Without affecting article 47 (no double recovery), nothing in this article relieves the undertaker from any liability to pay compensation under section 152(a) of the 2008 Act (compensation in case where no right to claim in nuisance).

(10) Any compensation payable under paragraph (7) or (8) is to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(11) Section 13(b) (refusal to give possession to acquiring authority) of the 1965 Act applies to entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125(c) (application of compulsory acquisition provisions) of the 2008 Act

(12) In this article “protective works” in relation to a building means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, maintenance or use of the authorised development.

Authority to survey and investigate the land

20.—(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 development and—

- (a) survey, monitor or investigate the land (including any watercourses, groundwater, static water bodies or vegetation on the land);
- (b) without limitation on the scope of sub-paragraph (a), make trial holes, boreholes and excavations in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil and groundwater and remove samples from the land as described in paragraph (2);
- (c) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations and monitoring on such land; and

(a) As amended by S.I. 2009/1307.

(b) As amended by sections 62(3) and 139(4)-(9) of, paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 223 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(c) As amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

(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, boreholes and excavations.

(2) The power conferred by paragraph (1) includes without prejudice to the generality of that paragraph the power to take, and process, samples of or from any of the following found on, in or over the land—

- (a) water;
- (b) air;
- (c) soil or rock;
- (d) flora;
- (e) bodily excretions, or dead bodies, of non-human creatures; or
- (f) any non-living thing present as a result of human action.

(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) must, if so required, before or after entering the land, produce written evidence of their authority to do so; and
- (b) may take onto the land such vehicles and equipment as are necessary to carry out the surveyor investigation or to make the trial holes, boreholes or excavations.

(5) No trial holes, boreholes or excavations are to be made under this article—

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

but such consent must not be unreasonably withheld.

(6) As soon as reasonably practicable following the completion of any activities carried out under paragraph (1), the undertaker must remove any apparatus and restore the land to the reasonable satisfaction of the owners of the land.

(7) The undertaker must 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.

(8) 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 application for 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 will be deemed to have granted consent.

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

PART 5

POWERS OF ACQUISITION AND POSSESSION OF LAND

Compulsory acquisition of land

21.—(1) The undertaker may acquire compulsorily so much of the Order land described in the book of reference and shown on the land plans as is required for the authorised development or is incidental to it or required to facilitate it.

(2) This article is subject to—

- (a) article 23 (compulsory acquisition of rights and restrictive covenants);
- (b) article 24 (time limit for exercise of authority to acquire land compulsorily; and
- (c) article 30 (temporary use of land for carrying out the authorised development.

(3) Nothing in this article authorises the acquisition of an interest which is for the time being held by or on behalf of the Crown.

Compulsory acquisition of land – incorporation of the mineral code

22. 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”;
- (c) for “undertaking” substitute “authorised development”; and
- (d) for “compulsory purchase order” substitute “this Order”.

Compulsory acquisition of rights and restrictive covenants

23.—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily the rights, and impose the restrictions, over the Order land, described in the book of reference and shown on the land plans, by creating them as well as by acquiring rights and the benefits of restrictions already in existence.

(2) Subject to section 8 of the 1965 Act (other provisions as to divided land), as modified by Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants), where the undertaker acquires a right over land or imposes a restriction under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(3) Schedule 6 has 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 and acquisition of a new right or the imposition of a restriction.

(4) In any case where the acquisition of rights or the imposition of a restriction 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 or impose such restrictions to the statutory undertaker in question.

(5) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (4) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(6) Nothing in this article authorises the acquisition of rights over, or the imposition of restrictions affecting, an interest which is for the time being held by or on behalf of the Crown.

(a) 1981 c. 67.

Time limit for exercise of authority to acquire land compulsorily

24.—(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 is to be served under Part 1 of the 1965 Act; and
- (b) no declaration is to be executed under section 4 of the 1981 Act as applied by article 27 (application of the 1981 Act).

(2) The authority conferred by article 30 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents 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.

Private rights over land

25.—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition of land under this Order are extinguished or discharged—

- (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 or restrictive covenants over land owned by the undertaker which, being within the Order limits, is required for the purposes of this Order, are extinguished on the commencement of any activity authorised by this Order which interferes with or breaches such rights or such restrictive covenants.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition of rights or the imposition of restrictions under the Order must be extinguished in so far as their continuance would be inconsistent with the exercise of the right acquired or the burden of the restriction imposed—

- (a) as from the date of the acquisition of the right or the benefit of the restriction 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.

(4) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are 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 or restrictive covenant under this article is 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 34 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) 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 the rights over or the imposition of the restrictive covenant 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 do 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 is 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 any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

(10) Nothing in this article affects any private rights or restrictions over or affecting the Order land, or apparatus which is on, under or over the Order land, which are—

(a) for the benefit of, or

(b) exercisable by; or

(c) owned by,

the undertaker or its successors in title from time to time, but, subject to paragraphs (7) and (8), not so as to preserve the interest (if any) of another person who enjoys the benefit of, or who exercises or owns any such rights or restrictions in common with the undertaker.

(11) Where a nationally significant infrastructure project is proposed to be constructed by a person other than the undertaker on, over or under the Order land—

(a) sections 127(2) to (6) (statutory undertakers' land) apply to land (as defined by section 235(1) of the 2008 Act) acquired by the undertaker, whether compulsorily or by agreement, for the purposes of the authorised development as if—

(i) the reference to statutory undertakers in section 127(8) of the 2008 Act included the undertaker; and

(ii) the use of the land or holding of an interest in the land for the purposes of the authorised development amounted to the carrying on of a statutory undertaking for the purposes of section 127(1)(c) of the 2008 Act; and

(b) section 138(4) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act applies as if—

(i) the rights acquired by the undertaker under this Order (whether compulsorily or by agreement) were a relevant right for the purposes of sections 138(1) and (2) of the 2008 Act;

(ii) the Works authorised to be constructed by this Order were relevant apparatus for the purposes of sections 138(1) and (3) of the 2008 Act; and

(iii) the reference to statutory undertakers in section 138(4A) of the 2008 Act included the undertaker,

but not in either case for any other purpose whatsoever.

Modification of Part 1 of the 1965 Act

26.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125(a) (application of compulsory acquisition provisions) of the 2008 Act is modified as follows.

(a) Section 125 was amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

(2) In section 4A(1)(a) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to the High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008, the five year period mentioned in article 24 (time limit for exercise of authority to acquire land compulsorily) of the Southampton to London Pipeline Development Consent Order 202[]”.

(3) In section 11A(b) (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after “land” insert “under that provision”;

(b) in subsection (2), after “land” insert “under that provision”.

(4) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 24 (time limit for exercise of authority to acquire land compulsorily) of the Southampton to London Pipeline Development Consent Order 202[]”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

“(2) But see article 28(3) (acquisition of subsoil or airspace only) of the Southampton to London Pipeline Development Consent Order 202[], which excludes the acquisition of subsoil or airspace only from this Schedule.”; and

(b) after paragraph 29, insert—

“PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 19 (protective work to buildings), 30 (temporary use of land for carrying out the authorised development) or 31 (temporary use of land for maintaining the authorised development) of the Southampton to London Pipeline Development Consent Order 202[].”.

Application of the 1981 Act

27.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as so applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of Act) for subsection 2 substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.

(4) In section 5(c) (earliest date for execution of declaration), in subsection (2), omit the words from “, and this subsection” to the end.

(5) Omit section 5A(d) (time limit for general vesting declaration).

(6) In section 5B(1)(e) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 5A” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008 the five year period mentioned in article 24 (time limit for exercise of authority to acquire land compulsorily) of the Southampton to London Pipeline Development Consent Order 202[]”.

(a) Section 4A(1) was inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22).

(b) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).

(c) Section 5 was amended by Schedule 15 to the Housing and Planning Act 2016 (c. 22).

(d) Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016 (c. 22).

(e) Section 5B(1) was inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22).

(7) In section 6(a) (notices after execution of declaration), in subsection (1)(b), for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134(b) (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.

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

(9) In Schedule A1(d) (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

“(2) But see article 28(3) (acquisition of subsoil or airspace only) of the Southampton to London Pipeline Development Consent Order 202[], which excludes the acquisition of subsoil or airspace only from this Schedule.”.

(10) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 26 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

Acquisition of subsoil or airspace only

28.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of and the airspace over the land referred to in paragraph (1) of article 21 (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 or the airspace over any land referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 265 (modification of Part 1 of the 1965 Act));
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) section 153(4A)(e) (blighted land: proposed acquisition of part interest; material detriment test) of the Town and Country Planning Act 1990(f).

(4) Paragraphs (2) and (3) are to be disregarded where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory or airspace above a house, building or manufactory.

Rights under or over streets

29.—(1) The undertaker may enter upon, appropriate and use so much of the subsoil of, or airspace over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(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) does not apply in relation to—

-
- (a) Section 6 was amended by section 4 of, and paragraph 52(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and paragraph 7 of Schedule 15 to the Housing and Planning Act 2016 (c. 22).
 - (b) Section 134 was amended by section 142 of, and Part 21 of Schedule 25 to, the Localism Act 2011 and S.I. 2012/16.
 - (c) Section 7(1) was substituted by paragraphs 1 and 3 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).
 - (d) Schedule A1 was inserted by paragraph 6 of Part 1 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).
 - (e) Subsection (4A) of section 153 was inserted by section 200(1) and (2) of the Housing and Planning Act 2016 (c. 22).
 - (f) 1990 (c. 8).

- (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 in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, will be entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

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

Temporary use of land for carrying out the authorised development

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

- (a) enter on and take temporary possession of—
 - (i) the land specified in column (1) of Schedule 7 (land of which only temporary possession may be taken) in connection with the part of the authorised development specified in column (2) of that Schedule; and
 - (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;
- (b) remove any structure, apparatus, buildings and vegetation from the land referred to in sub-paragraph (a);
- (c) construct temporary works (including the provision of means of access), security fencing, storage areas, structures and buildings, on the land referred to in sub-paragraph (a); and
- (d) construct any works on the land referred to in sub-paragraph (a) as are mentioned in Schedule 1 (authorised development).

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land and explain the purpose for which entry is taken in respect of land specified under paragraph 1(a)(ii).

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

- (a) in the case of any land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (2) of Schedule 7, or
- (b) in the case of any 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 works or other purpose for which temporary possession of the land was taken unless the undertaker has, by 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.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace a building removed under this article;
- (b) restore the land on which any permanent works have been constructed under paragraph (1)(d);
- (c) restore the land to a condition better than the land was in before temporary possession;

- (d) remove any ground strengthening works which have been placed on the land to facilitate construction of the authorised development;
- (e) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development; or
- (f) remove or reposition any apparatus belonging to statutory undertakers or necessary mitigation works.

(5) The undertaker must 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 provisions of this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, is to be determined under Part 1 of the 1961 Act.

(7) Any dispute as to the satisfactory removal of temporary works and restoration of land under paragraph (4) does not prevent the undertaker giving up possession of the land.

(8) Subject to article 47 (no double recovery), nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(9) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i).

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

(11) Section 13 (refusal to give possession to acquiring authority)(a) of the 1965 Act applies to the temporary use of land under 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).

(12) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in paragraph (1).

Temporary use of land for maintaining the authorised development

31.—(1) Subject to paragraph (2), and without prejudice to any other rights enjoyed by the undertaker from time to time, at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

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

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of any house or building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering upon and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land and explain the purpose for which entry is taken.

(4) The undertaker is not required to serve notice under paragraph (3) where the undertaker has identified a potential risk to the safety of—

(a) Section 13 was amended by sections 62(3) and 139 of, and paragraphs 27 and 28 of Schedule 13, and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

- (a) the authorised development or any of its parts;
- (b) the public; and/or
- (c) the surrounding environment,

and in such circumstances, the undertaker may enter the land under paragraph (1) subject to giving such notice (if any) as is reasonably practicable in the circumstances.

(5) 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 development for which possession of the land was taken.

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

(7) The undertaker must 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.

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

(9) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (7).

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

(11) Section 13 (refusal to give possession to the acquiring authority) of the 1965 Act applies 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 (application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article "the maintenance period", in relation to any part of the authorised development means the period of 5 years beginning with the date on which that part of the authorised development is brought into operational use, except where the authorised development is replacement or landscape planting where "the maintenance period" means the period of 5 years beginning with the date on which that part of the replacement or landscape planting is completed.

Crown rights

32.—(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 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)—

- (a) 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;
- (b) 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
- (c) 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.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227 of the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) 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.

Special category land

33.—(1) So much of the special category land as ~~shall~~may be required for the purposes of the exercising by the undertaker of the Order rights ~~shall~~will be discharged from all rights, 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) So far as the temporary use of land under either article 30 (temporary use of land for carrying out the authorised development) and article 31 (temporary use of land for maintaining the authorised development) is concerned, then the discharge in paragraph (1) is only for such time as any land required only temporarily is being used under either of those articles.

(3) In this article—

“Order rights” means rights and powers exercisable over the special category land by the undertaker under article 23 (compulsory acquisition of rights) and article 30 (temporary use of land for carrying out the authorised development); ~~and~~

“the special category land” means the land identified as forming part of a common, open space, or fuel or field allotment in the book of reference and on the plan entitled “special category land plan”; ~~and~~

“the special category land plan” means the plan of that description set out in Schedule 11 (documents to be certified) and certified as the special category land plan by the Secretary of State for the purposes of this Order.

Statutory undertakers

34. Subject to the provisions of Schedule 9 (protective provisions) the undertaker may—

- (a) acquire compulsorily the land belonging to statutory undertakers within the Order limits and described in the book of reference;
- (b) acquire existing rights, create and acquire new rights and impose restrictive covenants over the land belonging to statutory undertakers within the Order limits and described in the book of reference;
- (c) extinguish or suspend the rights of, or remove or reposition apparatus belonging to, statutory undertakers over or within the Order limits;
- (d) 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
- (e) construct over existing apparatus belonging to statutory undertakers any necessary track or roadway (whether temporary or permanent) together with the right to maintain or remove the same, and install such service media under or over the existing apparatus needed in connection with the authorised development.

Recovery of costs of new connections

35.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 34 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is 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 34, 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,

is 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 does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

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

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

PART 6

MISCELLANEOUS AND GENERAL

Disapplication of legislative provisions

36.—(1) The following provisions do not apply in relation to the construction of any works or the carrying out of any operation required for the purpose of, or in connection with, the construction or maintenance of any part of the authorised development—

- (a) the provisions of any byelaws made under, or having effect as if made under Schedule 25 (byelaw-making powers of the Authority) to the Water Resources Act 1991(b);
- (b) regulation 12 (requirement for an environmental permit) of the 2016 regulations(c) in respect of a flood risk activity;
- (c) section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991(d);
- (d) section 32 (variation of awards) of the Land Drainage Act 1991;
- (e) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991;
- (f) the provisions of the Basingstoke Canal Act 1778(e) and the Basingstoke Canal Act 1793(f);
- (g) section 5 (control of grass verges, etc.) and section 13 (excavations near highways) of the Surrey Act 1985(g);
- (h) section 18 (open spaces and verges, etc., of housing estates), section 22 (prohibition of parking or camping on highway verges, etc.), section 28 (control of goods service areas) and section 34 (excavations near highways) of the Hampshire County Council Act 1972(h);
- (i) byelaw 3 (overnight parking), byelaw 7 (erection of structures), byelaw 9 (fires), byelaws 18 and 19 (protection of flower beds, trees, grass, etc), byelaw 20 (removal of substances), byelaw 27(b) (pollution of waterways), byelaw 27(c) (watercourses), byelaw 36 (metal detectors), byelaw 37(1) (fishing and protection of wildlife), byelaw 41 (gates) and byelaw 42(c) (obstruction) of the Rushmoor Borough Council Pleasure Grounds, Public Walks and Open Spaces Byelaws 2001;
- (j) byelaw 4 (use of motorcycles, etc) of the Rushmoor Borough Council Byelaws for Good Rule and Government 2001;

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

(b) 1991 c. 7.

(c) S.I. 2016/1154.

(d) 1991 c. 59.

(e) 1778 c. lxxv.

(f) 1793 c. xvi.

(g) 1985 c. iii.

(h) 1972 c. xlvi

- (k) byelaw 3(i), byelaw 6, byelaw 8(i), byelaw 9, byelaw 14(ii) and byelaw 15 of the Byelaws made under sections 12 and 15 of the Open Spaces Act 1906 by the Council of the Borough of Rushmoor with respect to Southwood Golf Course Farnborough in Hampshire 1983;
- (l) byelaw 3 (opening times), byelaw 4(2) (protection of structures and plants), byelaw 5 (unauthorised erection of structures), byelaw 8 (protection of wildlife), byelaw 9 (gates), byelaw 11(1) (fires), byelaw 26 (pollution) and byelaw 32(c) (obstruction) of the Spelthorne Borough Council Byelaws for Pleasure Grounds, Public Walks and Open Spaces 2009;
- (m) byelaw 2 (opening times), byelaw 4 (overnight parking), byelaw 9 (erection of structures), byelaws 16 and 17 (protection of flower beds, trees, grass, etc), byelaw 18 (removal of substances), byelaw 32(b) (pollution of waterways), byelaw 32(c) (watercourses), byelaw 39 (metal detectors), byelaw 40(1) (fires), byelaw 42(1) (fishing and protection of wildlife); byelaw 46 (gates) and byelaw 47(c) (obstruction) of the Runnymede Borough Council Byelaws for Pleasure Grounds, Public Walks and Open Spaces 1997;
- (n) byelaw 6 (obstruction to flow), byelaw 8(2) (notice to remove growth in or on banks and river control works) and byelaw 17 (deposit on banks etc) of the Environment Agency Southern Region Land Drainage and Sea Defence Byelaws 1982 (as amended); and
- (o) byelaw 4 (control of structures, pipes and cables), byelaw 5 (control of excavations and removal of turf, etc.), byelaw 6 (Control of dredging and removal of shingle etc.), byelaw 7 (endangering stability of the bank), byelaw 8 (interference with banks etc.), byelaw 9 (deposit of material on banks), byelaw 13 (obstruction to flow), byelaw 14 (planting of trees etc.), byelaw 16 (obstruction of areas liable to flood) and byelaw 17 (river control works) of the Thames Region Land Drainage Byelaws 1981 (as amended).

(2) The provisions of the Neighbourhood Planning Act 2017(a), insofar as they relate to temporary possession of land under article 30 (temporary use of land for carrying out the authorised development) and article 31 (temporary use of land for maintaining the authorised development) of this Order, do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction of the authorised development and, within the maintenance period defined in article 31(12) (temporary use of land for maintaining the authorised development) any maintenance of any part of the authorised development.

(3) Notwithstanding the provisions of section 208 of the 2008 Act, for the purposes of regulation 6 of the Community Infrastructure Levy Regulations 2010(b) any building comprised in the authorised development must be deemed to be—

- (a) a building into which people do not normally go; or
- (b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

Removal of human remains

37.—(1) In this article “the specified land” means the land within the Order limits which the undertaker reasonably considers may contain human remains.

(2) Before the undertaker carries out any development or works within the Order limits which will or may disturb any human remains in the specified land it must remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.

(a) 2017 c. 20.

(b) S.I. 2010/948. Regulation 6 was amended by S.I. 2011/987.

(3) Subjection to paragraph (12), before any such remains are removed from the specified land the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the specified land; and
- (b) displaying a notice in a conspicuous place on or near to the specified land.

(4) As soon as reasonably practicable after the first publication of a notice under paragraph (3) the undertaker must send a copy of the notice to the relevant planning authority.

(5) At any time within 56 days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—

- (a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or
- (b) removed to, and cremated in, any crematorium,

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who must remove the remains and as to the payment of the costs of the application.

(8) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

- (a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or
- (b) such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or
- (c) within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or
- (d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be reinterred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(11) On the re-interment or cremation of any remains under this article—

- (a) a certificate of re-interment or cremation is to be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and

- (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) is to be sent by the undertaker to the relevant planning authority mentioned in paragraph (4).

(12) No notice is required under paragraph (3) before the removal of any human remains where the undertaker is satisfied—

- (a) that the remains were interred more than 100 years ago; and
- (b) that no relative or personal representative of the deceased is likely to object to the remains being removed in accordance with this article.

(13) In this article—

- (a) references to a relative of the deceased are to a person who—
 - (i) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or
 - (ii) is, or is a child of, a brother, sister, uncle or aunt of the deceased.
- (b) references to a personal representative of the deceased are to a person who—
 - (i) is the lawful executor or executrix of the estate of the deceased; or
 - (ii) is the lawful administrator of the estate of the deceased.

(14) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(15) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(16) Section 25 (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State)(a) of the Burial Act 1857 does not apply to a removal carried out in accordance with this article.

(17) Section 239 (use and development of burial grounds) of the 1990 Act applies—

- (a) in relation to land, other than a right over land, acquired for the purposes of the authorised development (whether or not by agreement), so as to permit use by the undertaker in accordance with the provisions of this Order; and
- (b) in relation to a right over land so acquired (whether or not by agreement), or the temporary use of land pursuant to articles 30 (temporary use of land for constructing the authorised development) or 31 (temporary use of land for maintaining the authorised development), so as to permit the exercise of that right or the temporary use by the undertaker in accordance with the provisions of this Order,

and in section 240(1) (provisions supplemental to ss.238 and 239) of the 1990 Act reference to “regulations made for the purposes of sections 238(3) and (4) and 239(2)” means, so far as applicable to land or a right over land acquired under this Order, paragraphs (2) to (15) of this article and in section 240(3) of the 1990 Act reference to a “statutory undertaker” includes the undertaker and reference to “any other enactment” includes this Order.

(18) The Town and Country Planning (Churches, Places of Worship and Burial Ground) Regulations 1950(b) do not apply to the authorised development.

Application of landlord and tenant law

38.—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised development 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 development, or any part of it,

(a) 1857 c. 81.
(b) S.I. 1950/792.

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 prejudices the operation of any agreement to which this article applies.

(3) No enactment or rule of law to which paragraph (2) applies is to 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 Town and Country Planning Act 1990

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

Planning permission

40. If planning permission is issued under the 1990 Act for development any part of which is within the Order limits following the publication of this Order that is—

- (a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; and
- (b) required to complete or enable the construction, use or operation of the development authorised by this Order,

then the carrying out, use or operation of such development under the terms of the planning permission does not constitute a breach of the terms of this Order.

Defence to proceedings in respect of statutory nuisance

41.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(a) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) of section 79(1) of that Act no order is to 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 development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 of the Control of Pollution Act 1974(b); or
 - (ii) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with

(a) 1990 c. 43.

(b) 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. 43. There are other amendments to the 1974 Act which are not relevant to this Order.

the controls and measures relating to noise as described in the code of construction practice or the construction environment management plan approved under Schedule 2 (Requirements) or in accordance with the noise levels set out in an environmental permit relating to the operation of the authorised development;

(iii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or

(iv) is a consequence of complying with a requirement of this Order and that it cannot reasonably be avoided; or

(b) the defendant shows that the nuisance is a consequence of the use of the authorised development and that it cannot be reasonably avoided.

(2) For the purposes of paragraph (1) above, compliance with the controls and measures relating to noise described in the code of construction practice and the ~~CEMP construction environmental management plan~~ will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.

(3) Where a relevant planning authority is acting in accordance with section 60(4) and section 61(4) of the Control of Pollution Act 1974 in relation to the construction of the authorised development then the local authority must also have regard to the controls and measures relating to noise referred to in the code of construction practice or the ~~CEMP construction environmental management plan~~ approved under Schedule 2 (Requirements).

(4) 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 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

(5) In this article “premises” has the same meaning as in section 79 of the Environmental Protection Act 1990(a).

Felling or lopping

42.—(1) The undertaker may fell, lop, prune, coppice, pollard or reduce in height or width, any tree or shrub within or overhanging land within the Order limits, or may cut back the roots of a tree or shrub which extend into the Order land if it reasonably believes it to be necessary to do so to prevent the tree, shrub or roots from—

(a) obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1) or (3), the undertaker must not cause unnecessary damage to any tree, shrub or hedgerow and must pay compensation to any person who sustains any loss or damage arising from such activity for that loss or damage.

(3) The undertaker may, for the purpose of the authorised development—

(a) subject to paragraph (2), remove any hedgerows within the Order limits that may be required for the purposes of carrying out the authorised development; and

(b) only remove important hedgerows identified in Schedule 10 (Removal of important hedgerows) to the extent shown on the plans identified in Schedule 10.

(4) The power conferred by paragraph (3) removes any obligation upon the undertaker to secure any consent under the Hedgerows Regulations 1997(b) in undertaking works pursuant to paragraph 3(a) or (b).

(a) 1990 c. 43.

(b) S.I. 1997/1160, amended by section 73(2) of the Countryside and Rights of Way Act 2000 (c.37), S.I. 2003/2155, S.I. 2006/1177, S.I. 2009/1307, S.I. 2013/755 and S.I. 2015/377.

(5) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(6) In this article "hedgerow" and "important hedgerow" have the meaning given in the Hedgerow Regulations 1997.

(7) Development consent granted by this Order is to be treated as planning permission pursuant to Part 3 of the 1990 Act for the purposes of regulation 14 of the Town and Country Planning (Tree Preservation) (England) Regulations 2012(a).

Trees subject to Tree Preservation Orders

43.—(1) The undertaker may fell, lop or prune any part of any tree which is within, over or under land within the Order limits and which is described in Schedule 8 (trees subject to Tree Preservation Orders) and identified on the general arrangement plans, or cut back its roots, if it reasonably believes it to be necessary in order to prevent the tree—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1)—

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

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

Protection of interests

44. Schedule 9 (protective provisions) to the Order has effect.

Certification of documents, etc.

45.—(1) As soon as practicable after the making of this Order, the undertaker must submit copies of each of the plans and documents set out in Schedule 11 (documents to be certified) to the Secretary of State for certification as true copies of those plans and documents.

(2) Where any plan or document set out in Schedule 11 requires to be amended to reflect the terms of the Secretary of State's decision to make the Order, that plan or document in the form amended to the Secretary of State's satisfaction is the version of the plan or document required to be certified under paragraph (1).

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

Service of notices

46.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;

(a) S.I. 2012/605.

- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (5) to (8) by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to services by post) of the Interpretation Act 1978^(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement will be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender will provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation will be final and will take effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.

(9) This article will not be taken to exclude the employment of any method of service not expressly provided for by it.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

(a) 1978 c. 30.

No double recovery

47. Compensation must not be payable in respect of the same matter both under this Order and under any other enactment, any contract or deed or any rule of law, or under two or more different provisions of this Order.

Arbitration

48. Except where otherwise expressly provided for in this Order and unless otherwise agreed in writing between the parties, any difference under any provision of this Order (other than a difference which falls to be determined by the Lands Chamber of the Upper Tribunal) must 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.

Date

Signed
Title
Department

SCHEDULES

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

A nationally significant infrastructure project as defined in sections 14 and 21 of the 2008 Act, and associated development as defined in section 115 of the 2008, comprising:

In the County of Hampshire

Work No.1A — Works to construct a high-pressure aviation fuel pipeline approximately 20 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative point shown on Sheet 1 of the Works Plans and ending at the indicative start point of Work No. 1B shown on Sheets 11/12 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 1 to 12 (inclusive) of the Works Plans.

Work No.1B — Works to construct a high-pressure aviation fuel pipeline approximately 15 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1A shown on Sheets 11/12 of the Works Plans and ending at the indicative start point of Work No. 1C shown on Sheet 20 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 11 to 20 (inclusive) of the Works Plans

Work No.1C — Works to construct a high-pressure aviation fuel pipeline approximately 15 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1B shown on Sheet 20 of the Works Plans and ending at the indicative start point of Work No. 1D shown on Sheet 28 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 20 to 28 (inclusive) of the Works Plans.

Work No. 1D — Works to construct a high-pressure aviation fuel pipeline approximately 9 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1C shown on Sheet 28 of the Works Plans and ending at the indicative start point of Work No. 1E shown on Sheet 33 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 28 to 33 (inclusive) of the Works Plans.

In the Counties of Hampshire and Surrey

Work No. 1Ei — Works to construct a high-pressure aviation fuel pipeline approximately 6 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1D shown on Sheet 33 of the Works Plans and ending at the indicative start point of Work No. 1Eii shown on Sheet 35 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 33 to 35 (inclusive) of the Works Plans.

Work No. 1Eii — Works to construct a high-pressure aviation fuel pipeline approximately 0.6 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1Ei shown on Sheet 35 of the Works Plans and ending at the indicative start point of Work No. 1Eiii shown on Sheet 35 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheet 35 of the Works Plans.

Work No. 1Eiii — Works to construct a high-pressure aviation fuel pipeline approximately 2.4 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1Eii shown on Sheet 35 of the Works Plans and ending at the indicative start point of Work No. 1F shown on Sheet 38 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 35 to 38 (inclusive) of the Works Plans.

In the County of Surrey

Work No. 1F — Works to construct a high-pressure aviation fuel pipeline approximately 17 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1E shown on Sheet 38 of the Works Plans and ending at the indicative start point of Work No. 1G shown on Sheet 47 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and

- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 38 to 47 (inclusive) of the Works Plans.

Work No. 1G — Works to construct a high-pressure aviation fuel pipeline approximately 4 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1F shown on Sheet 47 of the Works Plans and ending at the indicative start of point of Work No. 1H shown on Sheet 49 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 47 to 49 (inclusive) of the Works Plans.

In the County of Surrey and the London Borough of Hounslow

Work No. 1H — Works to construct a high-pressure aviation fuel pipeline approximately 8 kilometres in length and with a nominal external diameter of 330 millimetres (subject to engineering tolerance), starting at the indicative end point of Work No. 1G shown on Sheet 49 of the Works Plans and ending at the indicative point shown on Sheet 53 of the Works Plans and comprising—

- (a) construction and installation of the pipeline by trenched and trenchless methods which may include the installation of concrete-lined sleeve tunnels, reception shaft, launch shaft and backfilling of permanent structures; and
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route,

as shown on Sheets 49 to 53 (inclusive) of the Works Plans.

In the County of Hampshire

Work No. 2A — Works to construct an above ground valve within Work No. 3A, together with associated works, comprising an area of up to 3 metres by 2 metres, at the indicative point shown on Sheet 2 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above.

Work No. 2B — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 4 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2C — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 7 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2D — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 12 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2E — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 16 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2F — Works to construct a partially buried pressure transducer, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 17 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the pressure transducer and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2G — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 20 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;

(d) above ground control boxes and below ground cable ducts; and
(e) any other equipment as may be necessary or expedient in connection with the above,
subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2H — Works to construct an above ground valve within Work No. 3B, together with associated works, comprising an area of up to 3 metres by 2 metres, at the indicative point shown on Sheet 23 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above.

Work No. 2I — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheets 31 and 102 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2J — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheets 33 and 103 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

In the County of Surrey

Work No. 2K — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheets 36 and 112 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2L — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 41 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2M — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 43 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2N — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheet 47 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

Work No. 2O — Works to construct a partially buried concrete chamber containing a valve, together with associated works, comprising an area of up to 5 metres by 7 metres, at the indicative point shown on Sheets 51 and 124 of the Works Plans, such associated works to include—

- (a) fencing;
- (b) up to two personnel gates;
- (c) below ground pipework;
- (d) above ground control boxes and below ground cable ducts; and
- (e) any other equipment as may be necessary or expedient in connection with the above,

subject to the chamber, valve and associated works not exceeding approximately 2 metres in height in any case.

In the County of Hampshire

Work No. 3A — Works to construct an Above Ground Installation at Boorley Green (“the Boorley Green AGI”), being a secure compound with an approximate area of 23 metres by 30 metres and a maximum height of 3 metres, comprising equipment for the reception and launching of pipeline inspection gauges/pigs in connection with pipeline inspection, cleansing and monitoring, at the indicative point shown on Sheet 2 of the Works Plans, to include—

- (a) fencing (to an approximate height of 3 metres);
- (b) a double entrance gate;
- (c) up to two personnel gates;
- (d) below ground pipework;
- (e) above ground pipework, vessels, valves and instrumentation;
- (f) above ground control boxes and below ground cable ducts;
- (g) an internal access road;
- (h) changes to ground levels as may be necessary, including the provision of drainage works and the laying of hard standing; and
- (i) permanent widening of an access track off Netherhill Lane, and an extension of the access track to join the Boorley Green AGI.

Work No. 3B — Works to construct pipework, valves, pumps and any associated equipment, at the existing Alton Pumping Station, at the indicative point shown on Sheet 23 of the Works Plans.

In the London Borough of Hounslow

Work No. 3C — Works to construct pipework, valves, vessels and equipment for the reception and launching of pipeline inspection gauges/pigs in connection with pipeline inspection, cleansing and monitoring, together with any associated equipment, at the existing West London Terminal Above Ground Installation, at the indicative point shown on Sheets 53 and 123 of the Works Plans.

In the County of Hampshire

Work No. 4A — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 42 metres by 51 metres, at the indicative point shown on Sheet 1 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4B — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 60 metres by 62 metres, at the indicative point shown on Sheet 2 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;

- (e) a plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4C — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 75 metres by 32 metres, at the indicative point shown on Sheet 2 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4D — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 69 metres by 44 metres, at the indicative point shown on Sheet 4 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4E — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 49 metres by 56 metres, at the indicative point shown on Sheet 4 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4F — Work No. not used.

Work No. 4G — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 50 metres by 48 metres, at the indicative point shown on Sheet 9 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4H — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 42 metres by 53 metres, at the indicative point shown on Sheet 9 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4I — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 43 metres by 52 metres, at the indicative point shown on Sheet 11 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4J — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 53 metres by 43 metres, at the indicative point shown on Sheet 11 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;

- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4K — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 53 metres by 42 metres, at the indicative point shown on Sheet 12 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4L — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 50 metres by 40 metres, at the indicative point shown on Sheet 15 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4M — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 32 metres by 42 metres, at the indicative point shown on Sheet 16 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4N — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 37 metres by 56 metres, at the indicative point shown on Sheet 19 of the Works Plans, to include—

- (a) office, welfare and security facilities;

- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4O — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 66 metres by 52 metres, at the indicative point shown on Sheet 20 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4P — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 40 metres by 53 metres, at the indicative point shown on Sheet 21 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4Q — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 51 metres by 38 metres, at the indicative point shown on Sheet 23 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4R — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 107 metres by 80 metres, at the indicative point shown on Sheet 23 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4S — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 34 metres by 52 metres, at the indicative point shown on Sheet 24 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4T — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 66 metres by 52 metres, at the indicative point shown on Sheet 25 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4U — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 53 metres by 41 metres, at the indicative point shown on Sheet 28 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;

- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4V — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 68 metres by 50 metres, at the indicative point shown on Sheet 29 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4W — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 68 metres by 39 metres, at the indicative point shown on Sheet 29 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4X — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 60 metres by 42 metres, at the indicative point shown on Sheet 30 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4Y — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 67 metres by 48 metres, at the indicative point shown on Sheet 30 of the Works Plans, to include—

- (a) office, welfare and security facilities;

- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4Z — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 42 metres by 59 metres, at the indicative point shown on Sheets 31 and 102 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4AA — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 39 metres by 25 metres, at the indicative point shown on Sheet 32 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4AB — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 52 metres by 24 metres, at the indicative point shown on Sheet 33 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4AC — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 32 metres by 52 metres, at the indicative point shown on Sheet 33 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4AD — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 29 metres by 62 metres, at the indicative point shown on Sheets 34 and 104 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 4AE — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 25 metres by 25 metres, at the indicative point shown on Sheets 34 and 105 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

In the County of Surrey

Work No. 5A — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 43 metres by 43 metres, at the indicative point shown on Sheets 36 and 112 of the Works Plans, and including—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;

- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas;
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5B — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 72 metres by 22 metres, at the indicative point shown on Sheets 36 and 112 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5C — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 55 metres by 40 metres, at the indicative point shown on Sheets 36 and 113 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5D — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 95 metres by 10 metres, at the indicative point shown on Sheet 38 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5E — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 64 metres by 45 metres, at the indicative point shown on Sheet 41 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5F — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 59 metres by 42 metres, at the indicative point shown on Sheet 42 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5G — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 73 metres by 32 metres, at the indicative point shown on Sheet 43 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management area; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5H — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 40 metres by 20 metres, at the indicative points shown on Sheet 43 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and

- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5I — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 80 metres by 40 metres, at the indicative points shown on Sheet 44 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5J — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 75 metres by 42 metres, at the indicative point shown on Sheet 45 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5K — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 30 metres by 24 metre, at the indicative point shown on Sheet 46 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5L — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 47 metres by 45 metres, at the indicative point shown on Sheet 47 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;

- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5M — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 51 metres by 31 metres, at the indicative point shown on Sheet 47 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5N — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 53 metres by 45 metres, at the indicative point shown on Sheet 49 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5O — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 47 metres by 50 metres, at the indicative point shown on Sheet 50 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5P — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 48 metres by 50 metres, at the indicative point shown on Sheet 50 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5Q — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 93 metres by 113 metres, at the indicative point shown on Sheets 52 and 121 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5R — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 57 metres by 30 metres, at the indicative point shown on Sheets 53 and 123 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5S — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 47 metres by 35 metres, at the indicative point shown on Sheets 53 and 123 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and

- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5T — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 53 metres by 33 metres, at the indicative point shown on Sheets 53 and 123 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Work No. 5U — Works to construct a temporary compound for use during the construction of the authorised development, comprising an area of up to 149 metres by 19 metres, at the indicative point shown on Sheet 37 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) a parking area for staff;
- (c) power supplies and temporary lighting;
- (d) pipe equipment and fittings storage;
- (e) plant storage;
- (f) a fabrication area;
- (g) a plant wheel wash area;
- (h) waste processing and management areas; and
- (i) fencing and gating (to an approximate height of 2.4 metres).

In the County of Hampshire

Work No. 6A — Work No. not used.

Work No. 6B — Works to construct a temporary logistics and construction materials storage hub for use during the construction of the authorised development, comprising an area approximately 200 metres by 100 metres, at the indicative point shown on Sheet 59 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) lighting situated on lighting columns (at an approximate height of 4 metres);
- (c) close circuit television cameras situated on columns (at an approximate maximum height of 4 metres);
- (d) security monitoring systems;
- (e) a parking area for staff;
- (f) power supplies;
- (g) pipeline equipment and fittings storage;
- (h) construction equipment for trenchless crossings;
- (i) plant and material storage;
- (j) a fabrication area;
- (k) a plant wheel wash area;
- (l) waste processing and management areas;

- (m) installation of drainage, drainage attenuation and land drainage, including outfalls; and
- (n) fencing and gating (to an approximate height of 3 metres).

Work No. 6C — Works to construct a temporary logistics and construction materials storage hub for use during the construction of the authorised development, comprising an area approximately 150 metres by 150 metres, at the indicative point shown on Sheet 56 of the Works Plans, to include—

- (a) office, welfare and security facilities;
- (b) lighting situated on lighting columns (at an approximate maximum height of 4 metres);
- (c) close circuit television cameras situated on columns (at an approximate height of 4 metres);
- (d) security monitoring systems;
- (e) a parking area for staff;
- (f) power supplies;
- (g) pipeline equipment and fittings storage;
- (h) construction equipment for trenchless crossings;
- (i) plant and material storage;
- (j) a fabrication area;
- (k) a plant wheel wash area;
- (l) waste processing and management areas;
- (m) installation of drainage, drainage attenuation and land drainage, including outfalls; and
- (n) fencing and gating (to an approximate height of 3 metres).

In the County of Surrey

Work No. 7A — Work No. not used.

Work No. 7B — Work No. not used.

Work No. 7C — Work No. not used.

In the County of Hampshire

Work No. 8A — Works to construct a temporary construction access to the south of Maddoxford Lane, in the indicative location shown on Sheet 1 of the Works Plans.

Work No. 8B — Works to construct a temporary construction access to the north of Maddoxford Lane, in the indicative location shown on Sheet 1 of the Works Plans.

Work No. 8C — Works to construct a temporary construction access to the west of Netherhill Lane, in the indicative location shown on Sheet 1 of the Works Plans.

Work No. 8D — Works to construct a temporary construction access to the south of Gregory Lane, in the indicative location shown on Sheet 2 of the Works Plans.

Work No. 8E — Works to construct a temporary construction access to the north of Gregory Lane, in the indicative location shown on Sheet 2 of the Works Plans.

Work No. 8F — Works to construct a temporary construction access to the west of Mincingfield Lane, in the indicative location shown on Sheet 3 of the Works Plans.

Work No. 8G — Works to construct a temporary construction access to the east of Mincingfield Lane, in the indicative location shown on Sheet 3 of the Works Plans.

Work No. 8H — Works to construct a temporary construction access to the south of Wintershill, in the indicative location shown on Sheet 4 of the Works Plans.

Work No. 8I — Works to construct a temporary construction access to the north of Wintershill, in the indicative location shown on Sheet 4 of the Works Plans.

Work No. 8J — Works to construct a temporary construction access to the south of the B2177 Winchester Road, in the indicative location shown on Sheet 4 of the Works Plans.

Work No. 8K — Works to construct a temporary construction access to the north of the B2177 Winchester Road, in the indicative location shown on Sheet 4 of the Works Plans.

Work No. 8L — Works to construct a temporary construction access to the south of Bigpath Lane, in the indicative location shown on Sheet 6 of the Works Plans.

Work No. 8M — Works to construct a temporary construction access to the north of Bigpath Lane, in the indicative location shown on Sheet 6 of the Works Plans.

Work No. 8N — Works to construct a temporary construction access to the north of Bigpath Lane and west of Belmore, in the indicative location shown on Sheet 6 of the Works Plans.

Work No. 8O — Works to construct a temporary construction access to the east of Belmore and to the north of Bigpath Lane, in the indicative location shown on Sheet 6 of the Works Plans.

Work No. 8P — Works to construct a temporary construction access to the west of Stake's Lane, in the indicative location shown on Sheet 6 of the Works Plans.

Work No. 8Q — Works to construct a temporary construction access to the east of Stake's Lane, in the indicative location shown on Sheet 6 of the Works Plans.

Work No. 8R — Works to construct a temporary construction access to the south of Wheely Down Farm Road, in the indicative location shown on Sheet 9 of the Works Plans.

Work No. 8S — Works to construct a temporary construction access to the north of Wheely Down Farm Road, in the indicative location shown on Sheet 9 of the Works Plans.

Work No. 8T — Works to construct a temporary construction access to the south of Kilmeston Road, in the indicative location shown on Sheet 9 of the Works Plans.

Work No. 8U — Works to construct a temporary construction access to the north of Kilmeston Road, in the indicative location shown on Sheet 9 of the Works Plans.

Work No. 8V — Work No. not used.

Work No. 8W — Work No. not used.

Work No. 8X — Work No. not used.

Work No. 8Y — Works to construct a temporary construction access to the south of the A272, in the indicative location shown on Sheet 11 of the Works Plans.

Work No. 8Z — Works to construct a temporary construction access to the north of the A272/Tithelands Lane, in the indicative location shown on Sheet 12 of the Works Plans.

Work No. 8AA — Works to construct a temporary construction access to the west of Tithelands Lane, in the indicative location shown on Sheet 12 of the Works Plans.

Work No. 8AB — Works to construct a temporary construction access to the east of Tithelands Lane, in the indicative location shown on Sheet 12 of the Works Plans.

Work No. 8AC — Works to construct a temporary construction access to the west of Stapley Lane, in the indicative location shown on Sheet 14 of the Works Plans.

Work No. 8AD — Works to construct a temporary construction access to the east of Stapley Lane, in the indicative location shown on Sheet 14 of the Works Plans.

Work No. 8AE — Works to construct a temporary construction access to the south of Smugglers Lane, in the indicative location shown on Sheet 15 of the Works Plans.

Work No. 8AF — Works to construct a temporary construction access to the north of Smugglers Lane, in the indicative location shown on Sheet 15 of the Works Plans.

Work No. 8AG — Works to construct a temporary construction access to the south of Petersfield Road, in the indicative location shown on Sheet 15 of the Works Plans.

Work No. 8AH — Works to construct a temporary construction access to the north of Petersfield Road, in the indicative location shown on Sheet 15 of the Works Plans.

Work No. 8AI — Works to construct a temporary construction access to the south of Kitwood Lane, in the indicative location shown on Sheet 16 of the Works Plans.

Work No. 8AJ — Works to construct a temporary construction access to the north of Kitwood Lane, in the indicative location shown on Sheet 16 of the Works Plans.

Work No. 8AK — Works to construct a temporary construction access to the south of Hawthorn Road, in the indicative location shown on Sheet 16 of the Works Plans.

Work No. 8AL — Works to construct a temporary construction access to the north of Hawthorn Road, in the indicative location shown on Sheet 16 of the Works Plans.

Work No. 8AM — Works to construct a temporary construction access to the west of Headmore Lane, in the indicative location shown on Sheet 17 of the Works Plans.

Work No. 8AN — Works to construct a temporary construction access to the east of Headmore Lane, in the indicative location shown on Sheet 17 of the Works Plans.

Work No. 8AO — Works to construct a temporary construction access to the south of Brightstone Lane, in the indicative location shown on Sheet 17 of the Works Plans.

Work No. 8AP — Works to construct a temporary construction access to the north of Brightstone Lane, in the indicative location shown on Sheet 17 of the Works Plans.

Work No. 8AQ — Works to construct a temporary construction access to the south of Woodside Lane, in the indicative location shown on Sheet 18 of the Works Plans.

Work No. 8AR — Works to construct a temporary construction access to the north of Woodside Lane, in the indicative location shown on Sheet 18 of the Works Plans.

Work No. 8AS — Works to construct a temporary construction access to the west of the A32, in the indicative location shown on Sheet 19 of the Works Plans.

Work No. 8AT — Works to construct a temporary construction access to the east of the A32, opposite Woodside Lane, in the indicative location shown on Sheet 19 of the Works Plans.

Work No. 8AU — Works to construct a temporary construction access to the south of the B3006 Selbourne Road, in the indicative location shown on Sheet 20 of the Works Plans.

Work No. 8AV — Works to construct a temporary construction access to the north of the B3006 Selbourne Road, in the indicative location shown on Sheet 20 of the Works Plans.

Work No. 8AW — Works to construct a temporary construction access to the south of the B3004 Cakers Lane, in the indicative location shown on Sheet 21 of the Works Plans.

Work No. 8AX — Works to construct a temporary construction access to the north of the B3004 Cakers Lane, in the indicative location shown on Sheet 21 of the Works Plans.

Work No. 8AY — Works to construct a temporary construction access to the south of Binsted Road, in the indicative location shown on Sheet 23 of the Works Plans.

Work No. 8AZ — Works to construct a temporary construction access to the north of Binsted Road, in the indicative location shown on Sheet 23 of the Works Plans.

Work No. 8BA — Works to construct a temporary construction access in proximity to the A31 south bound slip road, in the indicative location shown on Sheet 23 of the Works Plans.

Work No. 8BB — Works to construct a temporary construction access to the west of the unnamed road leading from the A31 to Ryebidge Road, in the indicative location shown on Sheet 24 of the Works Plans.

Work No. 8BC — Works to construct a temporary construction access to the east of the unnamed road leading from the A31 to Ryebidge Road, in the indicative location shown on Sheet 24 of the Works Plans.

Work No. 8BD — Works to construct a temporary construction access to the south of Gid Lane, in the indicative location shown on Sheet 24 of the Works Plans.

Work No. 8BE — Works to construct a temporary construction access to the north of Gid Lane, in the indicative location shown on Sheet 24 of the Works Plans.

Work No. 8BF — Works to construct a temporary construction access to the west of Froyle Road, in the indicative location shown on Sheet 25 of the Works Plans.

Work No. 8BG — Works to construct a temporary construction access to the east of Froyle Road, in the indicative location shown on Sheet 25 of the Works Plans.

Work No. 8BH — Works to construct a temporary construction access to the west of Hole Lane, in the indicative location shown on Sheet 26 of the Works Plans.

Work No. 8BI — Works to construct a temporary construction access to the east of Hole Lane, in the indicative location shown on Sheet 26 of the Works Plans.

Work No. 8BJ — Works to construct a temporary construction access to the south of Dippenhall Road, in the indicative location shown on Sheet 27 of the Works Plans.

Work No. 8BK — Works to construct a temporary construction access to the north of Dippenhall Road, in the indicative location shown on Sheet 27 of the Works Plans.

Work No. 8BL — Works to construct a temporary construction access to the west of Dippenhall Street, in the indicative location shown on Sheet 28 of the Works Plans.

Work No. 8BM — Works to construct a temporary construction access to the east of Dippenhall Street, in the indicative location shown on Sheet 28 of the Works Plans.

Work No. 8BN — Works to construct a temporary construction access to the south of Heath Lane, in the indicative location shown on Sheet 29 of the Works Plans.

Work No. 8BO — Works to construct a temporary construction access to the north of Heath Lane, in the indicative location shown on Sheet 29 of the Works Plans.

Work No. 8BP — Works to construct a temporary construction access to the south of Redlands Lane, in the indicative location shown on Sheet 29 of the Works Plans.

Work No. 8BQ — Works to construct a temporary construction access to the north of Redlands Lane, in the indicative location shown on Sheet 29 of the Works Plans.

Work No. 8BR — Works to construct a temporary construction access to the south of the A287 Ewshot Hill, in the indicative location shown on Sheet 29 of the Works Plans.

Work No. 8BS — Works to construct a temporary construction access to the north of the A287 Ewshot Hill, in the indicative location shown on Sheet 29 of the Works Plans.

Work No. 8BT — Works to construct a temporary construction access to the north of the A287 Ewshot Hill, in the indicative location shown on Sheet 29 of the Works Plans.

Work No. 8BU — Works to construct a temporary construction access to the south of Ewshot Lane, in the indicative location shown on Sheet 30 of the Works Plans.

Work No. 8BV — Works to construct a temporary construction access to the north of Ewshot Lane, in the indicative location shown on Sheet 30 of the Works Plans.

Work No. 8BW — Works to construct a temporary construction access to the west of Naishes Lane, in the indicative location shown on Sheet 30 of the Works Plans.

Work No. 8BX — Works to construct a temporary construction access to the east of Naishes Lane, in the indicative location shown on Sheet 30 of the Works Plans.

Work No. 8BY — Works to construct a temporary construction access to the east of Naishes Lane, south of Jubilee Drive, in the indicative location shown on Sheets 30 and 101 of the Works Plans.

Work No. 8BZ — Works to construct a temporary construction access to the east of Naishes Lane, west of Wakefords Copse, in the indicative location shown on Sheets 30 and 101 of the Works Plans.

Work No. 8CA — Works to construct a temporary construction access to the west of the B3013 Beacon Hill Road, south of Sandy Lane, in the indicative location shown on Sheets 30 and 102 of the Works Plans.

Work No. 8CB — Works to construct a temporary construction access to the east of the B3013 Beacon Hill Road, south of Bourley Road, in the indicative location shown on Sheets 31 and 102 of the Works Plans.

Work No. 8CC — Works to construct a temporary construction access to the south of Bourley Road, in the indicative location shown on Sheets 31 and 102 of the Works Plans.

Work No. 8CD — Works to construct a temporary construction access to the north of Bourley Road, in the indicative location shown on Sheets 31 and 102 of the Works Plans.

Work No. 8CE — Works to construct a temporary construction access to the south of Aldershot Road, in the indicative location shown on Sheet 31 of the Works Plans.

Work No. 8CF — Works to construct a temporary construction access to the north of Aldershot Road, in the indicative location shown on Sheet 31 of the Works Plans.

Work No. 8CG — Works to construct a temporary construction access to the east of Concorde Road, in the indicative location shown on Sheets 33 and 103 of the Works Plans.

Work No. 8CH — Works to construct a temporary construction access to the south of Ively Road, in the indicative location shown on Sheet 33 of the Works Plans.

Work No. 8CI — Works to construct a temporary construction access to the north of Ively Road, in the indicative location shown on Sheet 33 of the Works Plans.

Work No. 8CJ — Works to construct a temporary construction access to the west of the A327 Ively Road, in the indicative location shown on Sheet 33 of the Works Plans.

Work No. 8CK — Works to construct a temporary construction access to the east of the A327 Ively Road, in the indicative location shown on Sheet 33 of the Works Plans.

Work No. 8CL — Works to construct a temporary construction access to the east end of Grasmere Road, in the indicative location shown on Sheets 34 and 104 of the Works Plans.

Work No. 8CM — Works to construct a temporary construction access to the south of the B3014 Cove Road, in the indicative location shown on Sheets 34 and 104 of the Works Plans.

Work No. 8CN — Works to construct a temporary construction access to the west side of Cove Brook and to the south of West Heath Road, in the indicative location shown on Sheets 34 and 104 of the Works Plans.

Work No. 8CO — Works to construct a temporary construction access to the west side of Cove Brook and to the north of West Heath Road, in the indicative location shown on Sheets 34 and 104 of the Works Plans.

Work No. 8CP — Works to construct a temporary construction access to the east end of Cabrol Road, in the indicative location shown on Sheets 34 and 105 of the Works Plans.

Work No. 8CQ — Works to construct a temporary construction access to the east side of the A325 Farnborough Road, in the indicative location shown on Sheets 35 and 106 of the Works Plans.

Work No. 8CR — Works to construct a temporary construction access to the east side of Ship Lane, in the indicative location shown on Sheets 35, 107 and 108 of the Works Plans.

Work No. 8CS — Works to construct a temporary construction access to the east side of Farnborough Street, in the indicative location shown on Sheets 35 and 107 of the Works Plans.

Work No. 8CT — Works to construct a temporary construction access to the east of the A331 Frimley Bypass, in the indicative location shown on Sheets 35 and 108 of the Works Plans.

Work No. 8CU — Work No. not used.

Work No. 8CV — Works to construct a temporary construction access to the west of the A331 and to the north of Chapel Street, in the indicative location shown on Sheets 35 and 107 of the Works Plans.

Work No. 8CW — Work No. not used.

Work No. 8CX — Works to construct a temporary construction access to the east of Northfield Lane, in the indicative location shown on Sheet 59 of the Works Plans.

Work No. 8CY — Works to construct a temporary construction access to the east of Bramshot Road, in the indicative location shown on Sheets 32 and 56 of the Works Plans.

Work No. 8CZ — Works to construct a temporary construction access to the west of the A325 Farnborough Road, in the indicative location shown on Sheet 35 of the Works Plans.

In the County of Surrey

Work No. 9A — Works to construct a temporary construction access to the east of the A331 and to the north of The Hatches, in the indicative location shown on Sheets 35 and 110 of the Works Plans.

Work No. 9B — Works to construct a temporary construction access to the west of the B3411 Frimley Green Road and to the south of the SC Johnson Factory, in the indicative location shown on Sheets 36 and 112 of the Works Plans.

Work No. 9C — Works to construct a temporary construction access to the west of the B3411 Frimley Green Road and to the north of the SC Johnson Factory, in the indicative location shown on Sheets 36 and 109 of the Works Plans.

Work No. 9D — Works to construct a temporary construction access to the east of St Catherines Road, in the indicative location shown on Sheets 36 and 113 of the Works Plans.

Work No. 9E — Works to construct a temporary construction access in proximity to Frith Hill Road off the B3015 Deepcut Bridge Road, in the indicative location shown on Sheet 37 of the Works Plans.

Work No. 9F — Work No. not used.

Work No. 9G — Works to construct a temporary construction access to the west of the B3015 Deepcut Bridge Road, to the south of Old Bisley Road, in the indicative location shown on Sheet 38 of the Works Plans.

Work No. 9H — Works to construct a temporary construction access to the east of the B3015 Deepcut Bridge Road, south of Old Bisley Road, in the indicative location shown on Sheet 38 of the Works Plans.

Work No. 9I — Works to construct a temporary construction access to the south of the B311 Red Road, west of Briar Avenue, in the indicative location shown on Sheet 40 of the Works Plans.

Work No. 9J — Works to construct a temporary construction access to the north of the B311 Red Road, west of Lightwater Road, in the indicative location shown on Sheet 40 of the Works Plans.

Work No. 9K — Works to construct a temporary construction access to the west of Guildford Road, south of Blackstroud Lane West, in the indicative location shown on Sheet 41 of the Works Plans.

Work No. 9L — Works to construct a temporary construction access to the east of Guildford Road, south of Blackstroud Lane West, in the indicative location shown on Sheet 41 of the Works Plans.

Work No. 9M — Works to construct a temporary construction access to the south of Blackstroud Lane East, in the indicative location shown on Sheet 41 of the Works Plans.

Work No. 9N — Works to construct a temporary construction access to the north of Blackstroud Lane East, in the indicative location shown on Sheet 41 of the Works Plans.

Work No. 9O — Works to construct a temporary construction access to the west of Halebourne Lane, in the indicative location shown on Sheet 42 of the Works Plans.

Work No. 9P — Works to construct a temporary construction access to the east of Halebourne Lane, in the indicative location shown on Sheet 42 of the Works Plans.

Work No. 9Q — Works to construct a temporary construction access to the south of Windlesham Road, opposite Woodcock Drive, in the indicative location shown on Sheets 42 and 114 of the Works Plans.

Work No. 9R — Works to construct a temporary construction access to the north of Windlesham Road, east of Woodcock Drive, in the indicative location shown on Sheets 42 and 114 of the Works Plans.

Work No. 9S — Works to construct a temporary construction access to the south of Steep Hill, in the indicative location shown on Sheet 43 of the Works Plans.

Work No. 9T — Works to construct a temporary construction access to the north of Steep Hill, in the indicative location shown on Sheet 43 of the Works Plans.

Work No. 9U — Works to construct a temporary construction access to the west of the B383 Windsor Road, south of Staple Hill, in the indicative location shown on Sheet 43 of the Works Plans.

Work No. 9V — Works to construct a temporary construction access to the east of the B383 Windsor Road, south of Staple Hill, in the indicative location shown on Sheet 43 of the Works Plans.

Work No. 9W — Works to construct a temporary construction access to the west of Accommodation Road, in the indicative location shown on Sheet 45 of the Works Plans.

Work No. 9X — Works to construct a temporary construction access to the east of Accommodation Road, in the indicative location shown on Sheet 45 of the Works Plans.

Work No. 9Y — Works to construct a temporary construction access to the south of the B386 Longcross Road, east of Accommodation Road, in the indicative location shown on Sheet 45 of the Works Plans.

Work No. 9Z — Works to construct a temporary construction access to the south of the B386 Longcross Road, west of Lyne Lane, in the indicative location shown on Sheet 46 of the Works Plans.

Work No. 9AA — Works to construct a temporary construction access to the north of the B386 Longcross Road, east of Lyne Lane, in the indicative location shown on Sheets 46 and 115 of the Works Plans.

Work No. 9AB — Works to construct a temporary construction access to the west of Hardwick Lane, in the indicative location shown on Sheet 58 of the Works Plans.

Work No. 9AC — Works to construct a temporary construction access to the west of the A320 Guildford Road, in the indicative location shown on Sheet 47 of the Works Plans.

Work No. 9AD — Works to construct a temporary construction access to the east of the A320 Guildford Road, using the entrance to Salesian School, in the indicative location shown on Sheet 47 of the Works Plans.

Work No. 9AE — Works to construct a temporary construction access in proximity to The Knoll/Hanworth Lane, in the indicative location shown on Sheet 47 of the Works Plans.

Work No. 9AF — Works to construct a temporary construction access in proximity to Green Lane and the Abbey Moor Golf Club, in the indicative location shown on Sheet 47 of the Works Plans.

Work No. 9AG — Works to construct a temporary construction access to the east of the A317 Chertsey Road, in proximity to Chertsey High School, in the indicative location shown on Sheets 48 and 116 of the Works Plans.

Work No. 9AH — Works to construct a temporary construction access to the south of Mead Lane, in the indicative location shown on Sheets 48 and 49 of the Works Plans.

Work No. 9AI — Works to construct a temporary construction access to the west of Old Littleton Lane, in the indicative location shown on Sheets 49 and 117 of the Works Plans.

Work No. 9AJ — Works to construct a temporary construction access to the west of Littleton Lane, using the entrance to the Brett Aggregates Industrial Estate, in the indicative location shown on Sheets 49 and 118 of the Works Plans.

Work No. 9AK — Works to construct a temporary construction access to the south of the B276 Shepperton Road, in the indicative location shown on Sheet 50 of the Works Plans.

Work No. 9AL — Works to construct a temporary construction access to the north of the B276 Shepperton Road, in the indicative location shown on Sheet 50 of the Works Plans.

Work No. 9AM — Works to construct a temporary construction access to the east of the B377 The Broadway, south of the Queen Mary Intake Channel, in the indicative location shown on Sheet 51 of the Works Plans.

Work No. 9AN — Works to construct a temporary construction access to the west of the B377 Ashford Road, at the junction of Kingston Road and Ashford Road, in the indicative location shown on Sheets 51 and 120 of the Works Plans.

Work No. 9AO — Works to construct a temporary construction access to the north of the B377 Ashford Road, east of Kingston Road, in the indicative location shown on Sheets 51 and 120 of the Works Plans.

Work No. 9AP — Works to construct a temporary construction access to the north end of Celia Crescent, in the indicative location shown on Sheets 52 and 120 of the Works Plans.

Work No. 9AQ — Works to construct a temporary construction access to the south of Ferndale Road, in the indicative location shown on Sheets 52 and 120 of the Works Plans.

Work No. 9AR — Works to construct a temporary construction access to the north of Village Way, using the entrance to Clarendon School, in the indicative location shown on Sheets 52 and 122 of the Works Plans.

Work No. 9AS — Works to construct a temporary construction access to the north of the B378 Stanwell Road, using the entrance to St James School, in the indicative location shown on Sheets 52, 121 and 122 of the Works Plans.

Work No. 9AT — Works to construct a temporary construction access to the west of Short Lane, in the indicative location shown on Sheets 53 and 123 of the Works Plans.

Work No. 9AU — Works to construct a temporary construction access to the east of Short Lane, in the indicative location shown on Sheets 53 and 123 of the Works Plans.

Work No. 9AV — Work No. not used.

In the County of Hampshire

Work No. 10A — Works to construct a permanent access to Work No. 2A, together with provision for vehicular parking, off the unnamed road in proximity to Netherhill Lane, in the indicative location shown on Sheet 2 of the Works Plans.

Work No. 10B — Works to construct a permanent access to Work No. 2B, together with provision for vehicular parking, off Cross Lane, in the indicative location shown on Sheet 4 of the Works Plans.

Work No. 10C — Works to construct a permanent access to Work No. 2C, together with provision for vehicular parking, off Lower Preshaw Lane and the private means of access to Betty Mundy's Cottage, in the indicative location shown on Sheet 7 of the Works Plans.

Work No. 10D — Works to construct a permanent access to Work No. 2D, together with provision for vehicular parking, off Uncle Bill's Lane, in the indicative location shown on Sheet 12 of the Works Plans.

Work No. 10E — Works to construct a permanent access to Work No. 2E, together with provision for vehicular parking, off Kitwood Lane, in the indicative location shown on Sheet 16 of the Works Plans.

Work No. 10F — Works to construct a permanent access to Work No. 2F, together with provision for vehicular parking, off Headmore Lane, in the indicative location shown on Sheet 17 of the Works Plans.

Work No. 10G — Works to construct a permanent access to Work No. 2G, together with provision for vehicular parking, off the B3006 Selbourne Road, in the indicative location shown on Sheet 20 of the Works Plans.

Work No. 10H — Works to construct a permanent access to Work No. 2H, off the access road to Alton Pumping Station, in the indicative location shown on Sheet 23 of the Works Plans.

Work No. 10I — Works to construct a permanent access to Work No. 2I, off Bourley Road (at Tweseldown Racecourse) in the indicative location shown on Sheets 31 and 102 of the Works Plans.

Work No. 10J — Works to construct a permanent access to Work No. 2J, off Concord Road/Whittle Roundabout, in the indicative location shown on Sheets 33 and 103 of the Works Plans.

In the County of Surrey

Work No. 11A — Works to construct a permanent access to Work No. 2K, together with provision for vehicular parking, along the access road to the SC Johnson Factory, off Frimley Green Road, in the indicative location shown on Sheets 36 and 112 of the Works Plans.

Work No. 11B — Works to construct a permanent access to Work No. 2L, off Guildford Road, in the indicative location shown on Sheet 41 of the Works Plans.

Work No. 11C — Works to construct a permanent access to Work No. 2M, together with provision for vehicular parking, off Steep Hill Lane, in the indicative location shown on Sheet 43 of the Works Plans.

Work No. 11D — Works to construct a permanent access to Work No. 2N, together with provision for vehicular parking, off The Knoll/Hanworth Lane, in the indicative location shown on Sheet 47 of the Works Plans.

Work No. 11E — Works to construct a permanent access to Work No. 2O, together with provision for vehicular parking off the B377 Ashford Road, in the indicative location shown on Sheets 51 and 124 of the Works Plans.

In connection with the construction of any of those works, further development within the Order limits which does not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement consisting of—

- (a) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths); earthworks (including soil stripping and storage and site levelling) and pre-construction drainage works;
- (b) installation of wires, cables, conductors, pipes and ducts;
- (c) establishment of winching points and installation of temporary scaffolding;
- (d) in relation to Works Nos. 1A to 1H (inclusive), 2A to 2O (inclusive) and 3A to 3C (inclusive), construction works including—
 - (i) surveying and setting out;
 - (ii) works to enable power supplies and temporary lighting;
 - (iii) establishment of temporary working areas;
 - (iv) installation of demarcation fencing/stockproof fencing/heras fencing or similar;
 - (v) trenchless works, drive and reception pits, hydraulic rams, rollers and brackets, pipe thrusters and winch;
 - (vi) topsoil and subsoil stripping and storage;
 - (vii) archaeological surveys/investigations and watching brief;
 - (viii) pipeline installation including pipe stringing, pipe bending, end preparation, front end welding, back end welding, fabrication welding, pipeline coating, pipeline trench excavation, dewatering activities, lower and lay, sand padding, backfilling, pipeline tie-ins, re-grading of soil, post construction drainage, cross-ripping and reinstatement of top-soil;
 - (ix) filling, testing and dewatering test sections;
 - (x) aerial markers, cathodic protection test posts, cathodic protection rectifier cabinets, sacrificial anodes and field boundary markers;
 - (xi) reinstating test locations;
 - (xii) removing demarcation fencing;
 - (xiii) reinstating boundary walls, hedges and fencing;
 - (xiv) final gauge plate and calliper surveys;
 - (xv) drying and commissioning pipelines; and
 - (xvi) demobilisation from site;
- (e) the carrying out of works to alter the layout of streets pursuant to article 10 (power to alter layout, etc. of streets) and of works to streets pursuant to article 11 (street works), as well as kerbing and paving, the provision of signals, road markings, traffic management measures and temporary roads;

- (f) works required for the strengthening, improvement, maintenance, or reconstruction of any street;
- (g) works to place, alter, remove or maintain street furniture;
- (h) the construction of ramps, means of access, non-motorised links, footpaths, footways, bridleways, cycle tracks and crossing facilities;
- (i) the construction of embankments, abutments, shafts, foundations, retaining walls, drainage, outfalls, ditches, pollution control devices, highway lighting, fencing and culverts;
- (j) works to place, alter, divert, relocate, remove or maintain the position of apparatus, services, plant and other equipment in a street, or in other land, including mains, sewers, drains, pipes, lights and cables;
- (k) works to alter the course of, or otherwise interfere with a watercourse, drainage works, attenuation ponds and temporary culverts;
- (l) works to rebuild recreational playground facilities, garden sheds, fences and other buildings and structures;
- (m) landscaping, noise barriers, works associated with the provision of ecological mitigation and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (n) works for the benefit or protection of land, structures, apparatus or equipment affected by the authorised development;
- (o) the felling, planting and maintenance of trees and hedgerows;
- (p) establishment of site construction compounds, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction related buildings, welfare facilities, construction lighting, haulage roads and other machinery, apparatus, works and conveniences; and
- (q) such other works, including scaffolding, working sites storage areas, works of demolition or works of whatever nature, as may be necessary or expedient for the purposes of, or for purposes associated with or ancillary to, the construction, operation or maintenance of the authorised development.

SCHEDULE 2 REQUIREMENTS

Article 3

PART 1 REQUIREMENTS

Interpretation

1. In this Part—

“archaeological mitigation strategy” means the strategy of that description set out in Schedule 11 (documents to be certified) and certified as the archaeological mitigation strategy by the Secretary of State for the purposes of this Order;

“CEP” means the community engagement plan to be prepared and approved under Requirement 15 (community engagement plan);

~~“CEMP” means the construction environmental management plan to be prepared and approved under Requirement 6 (construction environmental management plan);~~

“contamination” means contamination of any land (including groundwater) within the Order limits which has not been previously identified in the environmental statement which is in the reasonable opinion of the undertaker likely to affect the construction of the authorised development and/or cause significant harm to persons or pollution of controlled waters or the environment;

“CTMP” means the construction traffic management plan to be prepared and approved under Requirement 7 (construction traffic management plan);

“European protected species” has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017^(a);

“existing fuel pipeline” means so much of the existing Jetline pipeline from the undertaker’s Fawley refinery in Hampshire to the undertaker’s West London Terminal storage facility in the London Borough of Hounslow as is to be replaced by the pipeline works;

“Habitats Regulations Assessment” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the Habitats Regulations Assessment by the Secretary of State for the purposes of this Order;

“HRA Commitments Schedule” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the HRA Commitments Schedule by the Secretary of State for the purposes of this Order;

“indicative layout drawings” means the drawings of that description set out in Schedule 11 (documents to be certified) and certified as the indicative layout drawings by the Secretary of State for the purposes of this Order;

“Lead Local Flood Authority” means Hampshire County Council or Surrey County Council, as the case may be;

“LEMP” means the landscape and ecological management plan to be prepared and approved under Requirement 12 (landscape and ecological management plan);

“nationally protected species” means any species protected under the Wildlife and Countryside Act 1981^(b);

(a) S.I. 2017/1012.

(b) 1981 c. 69.

“outline CEP” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the outline CEP by the Secretary of State for the purposes of this Order;

“outline CEMP” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the outline CEMP by the Secretary of State for the purposes of this Order;

“outline CTMP” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the outline CTMP by the Secretary of State for the purposes of this Order;

“outline LEMP” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the outline LEMP by the Secretary of State for the purposes of this Order;

“outline SFWDP” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the outline SFWDP by the Secretary of State for the purposes of this Order;

“protected species” means European protected species or nationally protected species;

“relevant authority” means the body responsible for giving a consent, agreement or approval under this Schedule;

“SDNP Schedule” means the document of that description set out in Schedule 11 (documents to be certified) and certified as the SDNP Schedule by the Secretary of State for the purposes of this Order;

“Site Specific Plans” means the plans of that description set out in Schedule 11 (documents to be certified) and certified as the site specific plans by the Secretary of State for the purposes of this Order;

“SSSI working plans” means the plans of that description showing the method of working in sites of special scientific interest as set out in Appendix B of the Habitats Regulations Assessment; and

“stage” means a defined spatial section or part of the authorised development, the extent of which is shown in a scheme submitted to the relevant planning authority pursuant to Requirement 3 (stages of authorised development).

Time limits

2. The authorised development must be commenced within five years of the date that this Order comes into force.

Stages of authorised development

3. The authorised development may not commence until a written scheme setting out all stages of the authorised development including a phasing plan indicating when each stage will be constructed has been submitted to each relevant planning authority.

Scheme design

4.—(1) Works Nos. 2B to 2G (inclusive), 2I to 2O (inclusive), 3A, 4A to 4AE (inclusive), 5A to 5U (inclusive), 6B and 6C must be carried out in general accordance with the indicative layout drawings.

(2) The authorised development will not be in general accordance with the indicative layout drawings if any departure from the indicative layout drawings would give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Code of construction practice

5. The authorised development must be undertaken in accordance with the code of construction practice, or with such changes to that document as agreed by the relevant planning authority, provided that any such changes must ~~be~~—

- (a) be in accordance with the principles set out in the code of construction practice;
- ~~(a)(b)~~ be necessary or desirable to reflect a change or update in legislation, guidance or good practice; or confined to a specific location along the route of the authorised development,
- ~~(b) confined to a specific location along the route of the authorised development;~~
- ~~(c) and in either case such change must~~ not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement; and
- ~~(d) must~~ not result in a variation to the measures set out in the HRA Commitments Schedule which adversely affects the findings of the Habitats Regulations Assessment.

Construction environmental management plan

6.—(1) No stage of the authorised development must commence until a CEMP for that stage, in accordance with the outline CEMP, has been submitted to and approved by the relevant planning authority following consultation with the Lead Local Flood Authority and/or the Environment Agency as regards any water mitigation and management measures relevant to that stage.

(2) The construction of each stage of the authorised development must be carried out in accordance with the approved CEMP for that stage.

(3) The CEMP submitted for approval under paragraph (1) must include the mitigation measures to be secured by the CEMP as set out in the HRA Commitments Schedule.

Construction traffic

7.—(1) Save in respect of matters approved in accordance with article 13 (temporary ~~closure, stopping up~~alteration, diversion or restriction of streets and ~~temporary~~public rights of way) no stage of the authorised development must commence until a CTMP for that stage, in accordance with the outline CTMP, has been submitted to and approved by the relevant highway authority following consultation with the relevant planning authority.

(2) The CTMP for each stage must be implemented as approved.

Vegetation

8.—(1) For any stage of the authorised development that would affect any vegetation—

- (a) the retention and removal of all vegetation must be undertaken in accordance with—
 - (i) a written vegetation retention and removal plan which has been submitted to the relevant planning authority prior to the commencement of that stage of the authorised development and which implements the requirements of the LEMP; or
 - (ii) where applicable, the Site Specific Plans or such changes to those plans as may be requested by the undertaker and agreed by the relevant planning authority in accordance with Requirement 17 (site specific plans);
- (b) any written vegetation and removal plan submitted under sub-paragraph 8(1)(a)(i) in respect of the area of the South Downs National Park must also be in accordance with the SDNP Schedule or such changes to that Schedule as may be agreed by the South Downs National Park Authority as the relevant planning authority; and
- (c) the reinstatement of all vegetation must be undertaken in accordance with a written plan of reinstatement to be prepared by the undertaker in accordance with paragraph (2).

(2) The written plan of reinstatement referred to in sub-paragraph (1)(c) must form part of the LEMP approved in accordance with Requirement 12 (landscape and ecological management plan).

(3) Any vegetation which is part of an approved reinstatement plan that, within a period of five years beginning with the date of planting, is removed, uprooted, destroyed, dies or (in the reasonable opinion of the relevant planning authority) becomes seriously damaged or defective, must be replaced with planting material of the same specification as that originally planted unless otherwise approved by the relevant planning authority and the landowner concerned.

Surface and foul water drainage

9.—(1) No stage of the authorised development must commence until, for that stage, a surface and foul water drainage plan for permanent works relevant to that stage, in accordance with the outline SFWDP, has been submitted to and approved by the sewerage and/or drainage authority or, where applicable, the Environment Agency and/or the Lead Local Flood Authority.

(2) The surface water drainage system for each stage must be constructed in accordance with the approved details.

(3) No discharge of water under article 18 (discharge of water) must be made until details of the location and rate of discharge have been submitted to and approved in writing by the relevant sewerage and/or drainage authority or, where applicable, the Environment Agency and/or the Lead Local Flood Authority.

Contaminated land and groundwater

10.—(1) In the event that contamination is found at any time when carrying out the authorised development it must be reported in writing to the relevant planning authority.

(2) Where contamination has been reported to the relevant planning authority in accordance with sub-paragraph (1), an investigation and risk assessment must be completed in accordance with a scheme to assess the nature and extent of any contamination on the part of the Order limits within which works are being carried out, whether or not that contamination originates on that part of the Order limits; and—

- (a) the contents of that scheme are subject to the approval of the relevant planning authority; and
- (b) that investigation and risk assessment must be undertaken in accordance with the approved scheme and a written report of the findings must be submitted to the relevant planning authority.

(3) Where remediation is required to control or prevent the release or potential release of contamination as a result of the works, a detailed remediation scheme must be prepared and submitted for the approval of the relevant planning authority.

(4) The approved remediation scheme must be carried out in accordance with its terms.

Archaeology

11.—(1) The authorised development must be undertaken in accordance with the archeological mitigation strategy.

(2) No stage of the authorised development must commence until a written scheme for the investigation of areas of archaeological interest relevant to that stage (if any) as identified in the archaeological mitigation strategy has been submitted to and approved by the relevant planning authority.

(3) The written scheme must reflect the measures set out in the archeological mitigation strategy.

(4) The written scheme must identify areas where archaeological works are required and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found and must include an implementation timetable.

(5) Any archaeological works carried out under the scheme must be carried out by a suitably qualified and registered person or body and approved by the relevant planning authority.

(6) Any archaeological works must be carried out in accordance with the approved scheme.

Landscape and ecological management plan

12.—(1) Subject to sub-paragraph (3), no stage of the authorised development must commence until a LEMP, for that stage, in accordance with the outline LEMP and the SSSI working plans, has been submitted to and approved by the relevant planning authority.

(2) The LEMP must include an implementation timetable and must be carried out as approved.

(3) Sub-paragraph (1) only applies to those stages of the authorised development in respect of which any landscape and ecological management measures are to be implemented by the undertaker, as identified in the outline LEMP.

(4) The LEMP submitted for approval under sub-paragraph (1) must include the mitigation measures to be secured by the LEMP as set out in the HRA Commitments Schedule.

Protected species

13.—(1) In the event that any protected species which were not previously identified in the environmental statement are found at any time when carrying out the authorised development the undertaker must cease construction works and report it immediately to the Environmental Clerk of Works.

(2) The undertaker must prepare a written scheme for the protection and mitigation measures for any protected species that were not previously identified in the environmental statement.

(3) The undertaker must implement the written scheme prepared under sub-paragraph (2) immediately and construction in the area specified in the written scheme must not recommence until any necessary licences are obtained to enable mitigation measures to be implemented.

Construction hours

14.—(1) Subject to sub-paragraphs (2), (3) and (4), construction works must only take place between 0800 and 1800 on weekdays (except Public and Bank Holidays) and Saturdays, except in the event of an emergency.

(2) In the event of an emergency, notification of that emergency must be given to the relevant planning authority and the relevant highway authority as soon as reasonably practicable.

(3) The following operations may where ~~reasonably~~-necessary continue or take place on an exceptional basis outside the working hours referred to in sub-paragraph (1)—

- (a) trenchless construction techniques which cannot be interrupted;
- (b) filling, testing, dewatering and drying;
- (c) works required to mitigate delays to the construction of the authorised development due to extreme weather conditions; and
- (d) commissioning of the pipeline works.

(4) Nothing in sub-paragraph (1) precludes—

- (a) the receipt of oversize deliveries to site and the undertaking of non-intrusive activities;
- (b) start-up and shut-down activities up to an hour either side of the core working hours and undertaken in compliance with the CEMP; and
- (c) works on a traffic sensitive street where so directed by the relevant highway authority pursuant to a permit granted under the permit schemes and following consultation by the relevant highway authority with the relevant planning authority under the terms of such scheme.

(5) In this Requirement—

- (a) “emergency” means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individuals, classes or generally as the case may be) of taking that action; and
- (b) “non-intrusive activities” means activities which would not create any discernible light, noise or vibration outside the Order limits.

Community engagement plan

15.—(1) No stage of the authorised development must commence until a CEP for that stage, in accordance with the outline CEP, has been submitted to and approved by the relevant planning authority.

- (2) The CEP for each stage must be implemented as approved.

Commercial operation of the existing fuel pipeline

16. The undertaker must ensure that the existing fuel pipeline is no longer capable of commercial operation once the pipeline works have been commissioned.

Site specific plans

17. The authorised development must be undertaken in accordance with the Site Specific Plans, or with such changes to those plans as agreed by the relevant planning authority provided that any such changes must be—

- (a) necessary or desirable to reflect a change or update in legislation, guidance or good practice; and/or
- ~~(b) confined to a specific location along the route of the authorised development,~~
- ~~(b) and in either case such change must not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement and must not result in a variation to the measures set out in the HRA Commitments Schedule which adversely affects the findings of the Habitats Regulations Assessment.~~

Removal of above-ground infrastructure

18.—(1) The undertaker must as soon as reasonably practicable following the abandonment of the authorised development, and in any event within six months of that date, remove any above-ground infrastructure, including for the avoidance of doubt, any aerial markers, cathodic protection test posts, cathodic protection rectifier cabinets and field boundary markers, to ground level.

- (2) In this Requirement—
 - (a) “abandonment” means a final determination by the undertaker to permanently cease operating the authorised development; and
 - (b) “above-ground infrastructure” means any part of the authorised development located above the surface of the ground which is not required for the operation of any other infrastructure owned or operated by the undertaker.

Written approval

19. Where under any of the Requirements the approval or agreement of the relevant planning authority or another person or authority is required, that approval or agreement must be given in writing.

Amendments to approved details

20.—(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 or another approval authority, the approved details must be carried out as approved unless an application for an amendment or variation is previously agreed, by the relevant planning authority or that other approval authority as specified in the relevant Requirement, in accordance with sub-paragraph (2) and in consultation with any body specified in the relevant Requirement.

(2) No amendments to or variations from the approved details may be approved if their likely significant effects on the environment are not assessed in the environmental statement, or have not been subject to such further assessment as the relevant planning authority or that other approval authority may require; provided that such approval must not be given except where it has been demonstrated that the subject-matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects in comparison with the authorised development as approved (as identified in the environmental statement).

(3) The approved details must be taken to include any amendments that may subsequently be approved by the relevant planning authority or that other approval authority.

(4) Subject to sub-paragraph (2), if a relevant planning authority which receives an application for approval of any amendments to approved details under sub-paragraph (1) fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application was made, it is deemed to have granted consent.

Anticipatory steps towards compliance with any requirement

21. If, before the coming into force of this Order, the undertaker or any other person has taken any steps towards compliance with any provision of Part 1 of this Schedule, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

Register of requirements

22.—(1) The undertaker must, prior to the formal submission of any application for approval under Part 2 of this Schedule, establish and maintain in an electronic form suitable for inspection by members of the public a register of requirements contained in this Part of this Schedule that provide for approvals to be given by a relevant authority.

(2) The register must set out in relation to each requirement the status of the requirement for each stage of the authorised development, in terms of whether any approval to be given by a relevant authority has been applied for or given in relation to that stage, providing an electronic link to any document containing any approved details.

(3) The register must be maintained by the undertaker for a period of 3 years following completion of the authorised development.

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under Requirements

23.—(1) Where an application has been made to a relevant authority for any consent, agreement or approval under a Requirement, the relevant authority must give notice to the undertaker of its decision on the application within a period of 42 days beginning with—

- (a) where no further information is requested under Requirement 25, the day immediately following that on which the application is received by the authority;

- (b) where further information is requested under Requirement 25, the day immediately following that on which further information has been supplied by the undertaker; or
- (c) such longer period as may be agreed in writing by the undertaker and the relevant authority.

(2) In the event that the relevant authority does not determine an application within the period set out in sub-paragraph (1), the relevant authority is taken to have granted all parts of the application (without any condition or qualification) at the end of that period unless otherwise agreed in writing.

Applications involving multiple relevant authorities under Requirements

24. Where an application is required to be made to more than one relevant authority for any single consent, agreement or approval under a Requirement, the undertaker may submit a request for comments in respect of its proposed application to each relevant authority and, where it does so, each relevant authority must provide its comments in writing on the proposed application within a period of 20 days beginning with the day immediately following that on which the request is received by the authority, so as to enable the undertaker to prepare a consolidated application to each relevant authority in respect of the consent, agreement or approval required by the Requirement.

Further information

25.—(1) Where an application has been made under Requirement 23 the relevant authority may, subject to complying with the requirements of this paragraph, request such reasonable further information from the undertaker as it considers is necessary to enable it to consider the application.

(2) If the relevant authority considers further information is necessary and the Requirement does not specify that consultation with a requirement consultee is required, the relevant authority must, within ~~5~~**five** business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the Requirement specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within ~~2~~**five** business days of receipt of the application and must notify the undertaker in writing specifying any further information requested by the requirement consultee within ~~2~~**five** business days of receipt of such a request and in any event within 21 days of receipt of the application.

(4) If the relevant authority does not give the notification mentioned in sub-paragraphs (2) or (3) or otherwise fails to request any further information within the timescales provided for in this paragraph, 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.

Fees

26.—(1) Where an application or a request for comments is made to a relevant planning authority for any consent, agreement or approval required by a Requirement, a fee must be paid to the relevant planning authority as follows—

- (a) such fee as may be prescribed (under sections 303 and 333(2A) of the 1990 Act for the discharge of conditions attached to a planning permission); or
- (b) a fee of £97 per application or request.

(2) Any fee paid under this Schedule must be refunded to the undertaker within 35 days of—

- (a) the application or request being rejected as invalidly made; or
- (b) the relevant planning authority failing to determine the application or to provide written comments within 42 days from the date on which the application is received, unless within that period the undertaker agrees in writing that the fee may be retained by the

relevant planning authority and credited in respect of a future application or a future request for comments.

Appeals

27.—(1) The undertaker may appeal if—

- (a) the relevant authority refuses an application for—
 - (i) any consent, agreement or approval required by a Requirement or any document referred to in any Requirement; or
 - (ii) any other consent, agreement or approval required under this Order, or grants it subject to conditions to which the undertaker objects;
- (b) having received a request for further information under Requirement 25 the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or
- (c) having received any further information requested, the relevant authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The procedure for appeals is as follows—

- (a) the undertaker must submit to the Secretary of State a copy of the application submitted to the relevant authority and any supporting documents which the undertaker may wish to provide (“the appeal documents”);
- (b) the undertaker must on the same day provide copies of the appeal documents to the relevant authority and the requirement consultee (if applicable);
- (c) within 28 days of receiving the appeals documents the Secretary of State must appoint a person to determine the appeal (“the appointed person”) and notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person must be sent;
- (d) the relevant authority and the requirement consultee (if applicable) may submit any written representations in respect of the appeal to the appointed person within 10 business days beginning with the first day immediately following the date on which the appeal parties are notified of the appointment of the appointed person 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;
- (e) the appeal parties may make any counter-submissions to the appointed person within 10 business days beginning with the first day immediately following the date of receipt of written representations pursuant to sub-paragraph (d) above; and
- (f) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(3) If the appointed person considers that further information is necessary to consider the appeal, the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information must be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to the other appeal parties by the date specified by the appointed person.

(5) The appeal parties may submit written representations to the appointed person concerning matters contained in the further information.

(6) Any such representations must be submitted to the appointed person and made available to all appeal parties within 10 business days of the date mentioned in sub-paragraph (3).

Outcome of appeals

28.—(1) On an appeal under Requirement 27, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the relevant 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 the appointed person in the first instance.

(2) 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 prescribed, or set by the appointed person under Requirement 27.

(3) The appointed person may proceed to a decision even though no written representations have been made within those time limits if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(4) 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 within 6 weeks of the date of the appointed person's decision.

(5) Any consent, agreement or approval given by the appointed person pursuant to this Schedule is deemed to be an approval for the purpose of Part 1 of Schedule 2 (Requirements) as if it had been given by the relevant authority.

(6) The relevant authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) does not affect or invalidate the effect of the appointed person's determination.

(7) Except where a direction is given pursuant to sub-paragraph (8) requiring the costs of the appointed person to be paid by the relevant authority, the reasonable costs of the appointed person must be met by the undertaker.

(8) On application by the relevant 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 as to the costs of the appeal parties and the terms on which it is made, the appointed person must have regard to the [DCLG Planning Practice Guidance: Appeals \(March 2014\) \(July 2013\)](#) or any [circular or guidance](#) which may from time to time replace it.

29. In this Part—

“the appeal parties” means the relevant authority, the requirement consultee and the undertaker;

“relevant authority” means the body responsible for giving a consent, agreement or approval under this schedule; and

“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 authority in discharging that Requirement.

SCHEDULE 3

Article 10

STREETS SUBJECT TO TEMPORARY ALTERATION OF LAYOUT

In the County of Surrey

<i>(1)</i> <i>Street subject to alteration of layout</i>	<i>(2)</i> <i>Description of alteration of layout</i>
Station Road – Ashford	Suspension of parking bays, single way working (one direction only) and alterations to entrance from Woodthorpe Road, as shown on Sheet No.52 of the Access & Rights of Way Plan

SCHEDULE 4

Article ~~114~~ 1140

STREETS SUBJECT TO STREET WORKS

(1) <i>Street subject to street works</i>	(2) <i>Access & Rights of Way Plan Reference Number</i>
<u>In the County of Hampshire</u>	
Maddoxford Lane	Access & Rights of Way Plan Sheet No.1
Unnamed Road between Heathen Street and Netherhill Lane	Access & Rights of Way Plan Sheet No.2
Gregory Lane	Access & Rights of Way Plan Sheet No.2
Mincingfield Lane	Access & Rights of Way Plan Sheet No.3
Wintershill	Access & Rights of Way Plan Sheet No.4
B2177 – Winchester Road	Access & Rights of Way Plan Sheet No.4
Cross Lane	Access & Rights of Way Plan Sheet No.4
Peak Lane	Access & Rights of Way Plan Sheet No.5
Bigpath Lane	Access & Rights of Way Plan Sheet No.6
Belmore	Access & Rights of Way Plan Sheet No.6
Lower Preshaw Lane	Access & Rights of Way Plan Sheet No.6
Wheely Down Farm Lane	Access & Rights of Way Plan Sheet No.9
Kilmeston Road	Access & Rights of Way Plan Sheet No.9
Joan’s Acre Lane	Access & Rights of Way Plan Sheet No.11
Tithelands Lane	Access & Rights of Way Plan Sheet No.12
Uncle Bill’s Lane	Access & Rights of Way Plan Sheet No.12
Stapley Lane	Access & Rights of Way Plan Sheet No.14
Soames Lane	Access & Rights of Way Plan Sheet No.14
Smugglers Lane	Access & Rights of Way Plan Sheet No.15
Lyeway Lane	Access & Rights of Way Plan Sheet No.15
Kitwood Lane	Access & Rights of Way Plan Sheet No.16
Hawthorn Road	Access & Rights of Way Plan Sheet No.16
Headmore Lane	Access & Rights of Way Plan Sheet No.17
Brightstone Lane	Access & Rights of Way Plan Sheet No.17
Woodside Lane	Access & Rights of Way Plan Sheet No.18
B3006 – Selborne Road	Access & Rights of Way Plan Sheet No.20
Binsted Road	Access & Rights of Way Plan Sheet No.23
West End	Access & Rights of Way Plan Sheet No.23
Unnamed Road between A31 and Ryebridge Lane	Access & Rights of Way Plan Sheet No.24
Gid Lane	Access & Rights of Way Plan Sheet No.24
Froyle Road	Access & Rights of Way Plan Sheet No.25
Isnage Farm Lane	Access & Rights of Way Plan Sheet No.26
Hole Lane	Access & Rights of Way Plan Sheet No.26
Dippenhall Road	Access & Rights of Way Plan Sheet No.27
Dippenhall Street (Cron dall) leading to Clare Park Road	Access & Rights of Way Plan Sheet No.28
Heath Lane	Access & Rights of Way Plan Sheet No.29
Redlands Lane	Access & Rights of Way Plan Sheet No.29
Ewshot Lane	Access & Rights of Way Plan Sheet No.30
Naishes Lane (1 of 3)	Access & Rights of Way Plan Sheet Nos. 30 and 101

<i>(1)</i> <i>Street subject to street works</i>	<i>(2)</i> <i>Access & Rights of Way Plan Reference Number</i>
Naishes Lane (2 of 3)	Access & Rights of Way Plan Sheet Nos. 30 and 101
Quetta Park	Access & Rights of Way Plan Sheet Nos. 30 and 101
Jubilee Drive	Access & Rights of Way Plan Sheet Nos. 30 and 101
Naishes Lane (3 of 3)	Access & Rights of Way Plan Sheet Nos. 30 and 101
B3013 - Beacon Hill Road	Access & Rights of Way Plan Sheet Nos. 30 and 102
Bourley Road	Access & Rights of Way Plan Sheet Nos. 31 and 102
Aldershot Road	Access & Rights of Way Plan Sheet No.31
Old Ively Road	Access & Rights of Way Plan Sheet Nos. 32 and 103
Buccaneer Way	Access & Rights of Way Plan Sheet Nos. 32 and 103
Comet Road	Access & Rights of Way Plan Sheet Nos. 32, 33 and 103
Victor Way (West of Whittle Roundabout)	Access & Right of Way Plan Sheet Nos. 33 and 103
Concorde Road	Access & Rights of Way Plan Sheet Nos. 33 and 103
A327 – Ively Road	Access & Rights of Way Plan Sheet Nos. 33 and 103
B3014 – Cove Road	Access & Rights of Way Plan Sheet Nos. 34 and 104
Nash Close	Access & Rights of Way Plan Sheet Nos. 34 and 104
Stake Lane Garages	Access & Rights of Way Plan Sheet Nos. 34 and 105
Farnborough Road	Access & Rights of Way Plan Sheet Nos. 35 and 106
Ship Lane	Access & Rights of Way Plan Sheet Nos. 35 and 108
Ringwood Road	Access & Rights of Way Plan Sheet Nos. 35 and 108
In the County of Surrey	
B4311 – Frimley Green Road	Access & Rights of Way Plan Sheet Nos. 36 and 113
Balmoral Drive	Access & Rights of Way Plan Sheet Nos. 36, 112 and 113
St Catherines Road	Access & Rights of Way Plan Sheet Nos. 36 and 113
Rhododendron Road	Access & Rights of Way Plan Sheet Nos. 36 and 113
Deepcut Bridge Road	Access & Rights of Way Plan Sheet No.38
B3015 The Maultway	Access & Rights of Way Plan Sheet Nos. 38 and 39
B311 Red Road	Access & Rights of Way Plan Sheet No.40
Guildford Road	Access & Rights of Way Plan Sheet No.41
Blackstroud Lane East	Access & Rights of Way Plan Sheet No.41
Halebourne Lane	Access & Rights of Way Plan Sheet No.42
Steep Hill	Access & Rights of Way Plan Sheet No.43
B383 – Windsor Road	Access & Rights of Way Plan Sheet No.43
Canford Drive (1 of 2)	Access & Rights of Way Plan Sheet Nos .48 and 116
Canford Drive (2 of 2)	Access & Rights of Way Plan Sheet Nos .48 and 116
Roakes Avenue	Access & Rights of Way Plan Sheet Nos. 48 and 116
Mead Lane	Access & Rights of Way Plan Sheet Nos. 49 and 117
Ashford Road	Access & Rights of Way Plan Sheet Nos. 51, 119 and 124
Buxton Road	Access & Rights of Way Plan Sheet Nos. 52 and 120
Prison entrance from Woodthorpe Road	Access & Rights of Way Plan Sheet Nos. 52 and 121
Woodthorpe Road	Access & Rights of Way Plan Sheet Nos. 52, 121 and 122
Station Approach	Access & Right of Way Plan Sheet Nos.52 & 122
Station Road – Ashford	Access & Rights of Way Plan Sheet Nos. 52 and 122
Short Lane	Access & Rights of Way Plan Sheet Nos. 53 and 123

SCHEDULE 5

Article 13

STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY ~~STOPPED-UPCLOSED~~, ALTERED, DIVERTED OR RESTRICTED

PART 1

STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY ~~STOPPED~~ ~~UPCLOSED~~, ALTERED, DIVERTED OR RESTRICTED FOR WHICH A DIVERSION IS TO BE PROVIDED

(1) <i>Street or Public Right of Way to be temporarily stopped-upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
<u>In the County of Hampshire</u>		
Durley Fp No.1	Approximately 48 metres shown at point PRoW1 on Sheet No.1 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW1 on Sheet No.1 of the Access & Rights of Way Plan
Durley Fp No.1	Approximately 68 metres shown at point PRoW2 on Sheet No.1 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW2 on Sheet No. 1 of the Access & Rights of Way Plan
Durley Fp No.1	Approximately 125 metres shown at point PRoW3 on Sheet No.2 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW3 on Sheet No.2 of the Access & Rights of Way Plan
Durley Fp No.1	Approximately 125 metres shown at point PRoW4 on Sheet No.2 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW4 on Sheet No.2 of the Access & Rights of Way Plan
Durley Fp No.3	Approximately 49 metres shown at point PRoW5 on Sheet No.2 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW5 on Sheet No.2 of the Access & Rights of Way Plan
Durley Fp No.9	Approximately 74 metres shown at point PRoW6 on Sheet No.2 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW6 on Sheet No.2 of the Access & Rights of Way Plan
Durley Fp No.26	Approximately 64 metres shown at point PRoW7 on Sheet No.3 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW7 on Sheet No.3 of the Access & Rights of Way Plan
Durley Fp No.27	Approximately 55 metres shown at point PRoW8 on Sheet No.3 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW8 on Sheet No.3 of the Access & Rights of Way Plan
Bishop Waltham Fp No.42a	Approximately 55 metres shown at point PRoW9 on Sheet No.4 of the Access &	Within Order limits and shown as DPRoW9 on Sheet No.4 of the Access & Rights of Way

(1) <i>Street or Public Right of Way to be temporarily stoppedupclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stoppingupclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
	Rights of Way Plan	Plan
Bishop Waltham Fp No.42a	Approximately 50 metres shown at point PRoW10 on Sheet No.4 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW10 on Sheet No.4 of the Access & Rights of Way Plan
Bishop Waltham Fp No.39	Approximately 51 metres shown at point PRoW11 on Sheet No.4 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW11 on Sheet No.4 of the Access & Rights of Way Plan
Bishop Waltham Fp No.34	Approximately 55 metres shown at point PRoW12 on Sheet No.4 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW12 on Sheet No.4 of the Access & Rights of Way Plan
Bishop Waltham Fp No.23	Approximately 55 metres shown at point PRoW13 on Sheet No.5 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW13 on Sheet No.5 of the Access & Rights of Way Plan
Upham Fp No.4	Approximately 52 metres shown at point PRoW14 on Sheet No.6 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW14 on Sheet No.6 of the Access & Rights of Way Plan
Exton Fp No.9a	Approximately 50 metres shown at point PRoW16 on Sheet No.7 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW16 on Sheet No.7 of the Access & Rights of Way Plan
Exton Br No.12b	Approximately 61 metres shown at point PRoW17 on Sheet No.8 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW17 on Sheet No.8 of the Access & Rights of Way Plan
Kilmiston Fp No.7	Approximately 55 metres shown at point PRoW19 on Sheet No.9 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW19 on Sheet No.9 of the Access & Rights of Way Plan
Warnford Fp No.8	Approximately 44 metres shown at point PRoW20 on Sheet No.10 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW20 on Sheet No.10 of the Access & Rights of Way Plan
Bramdean and Hinton Ampner Fp No.15b	Approximately 52 metres shown at point PRoW23 on Sheet No.11 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW23 on Sheet No.11 of the Access & Rights of Way Plan
Bramdean and Hinton Ampner Fp No.17	Approximately 69 metres shown at point PRoW25 on Sheet No.11 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW25 on Sheet No.11 of the Access & Rights of Way Plan
Bramdean and Hinton Ampner Fp No.20a	Approximately 52 metres shown at point PRoW26 on Sheet No.12 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW26 on Sheet No.12 of the Access & Rights of Way Plan
Bramdean and Hinton	Approximately 108 metres	Within Order limits and shown

(1) <i>Street or Public Right of Way to be temporarily stopped-upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
Ampner Fp No.30	shown at point PRoW27 on Sheet No.12 of the Access & Rights of Way Plan	as DPRoW27 on Sheet No.12 of the Access & Rights of Way Plan
Bramdean and Hinton Ampner Fp No.30	Approximately 30 metres shown at point PRoW28 on Sheet No.12 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW28 on Sheet No.12 of the Access & Rights of Way Plan
West Tisted Br No.4	Approximately 53 metres shown at point PRoW29 on Sheet No.13 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW29 on Sheet No.13 of the Access & Rights of Way Plan
West Tisted By No.27	Approximately 65 metres shown at point PRoW30 on Sheet No.13 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW30 on Sheet No.13 of the Access & Rights of Way Plan
West Tisted By No.26	Approximately 65 metres shown at point PRoW31 on Sheet No.13 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW31 on Sheet No.13 of the Access & Rights of Way Plan
West Tisted Fp No.7b	Approximately 48 metres shown at point PRoW32 on Sheet No.14 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW32 on Sheet No.14 of the Access & Rights of Way Plan
West Tisted Br No.6	Approximately 40 metres shown at point PRoW33 on Sheet No.14 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW33 on Sheet No.14 of the Access & Rights of Way Plan
Ropley Fp No.34	Approximately 48 metres shown at point PRoW34 on Sheet No.14 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW34 on Sheet No.14 of the Access & Rights of Way Plan
Ropley Fp No.31	Approximately 43 metres shown at point PRoW35 on Sheet No.15 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW35 on Sheet No.15 of the Access & Rights of Way Plan
Ropley Fp No.32	Approximately 46 metres shown at point PRoW36 on Sheet No.15 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW36 on Sheet No.15 of the Access & Rights of Way Plan
Ropley Fp No.32	Approximately 44 metres shown at point PRoW37 on Sheet No.15 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW37 on Sheet No.15 of the Access & Rights of Way Plan
Four Marks By No.23	Approximately 59 metres shown at point PRoW38 on Sheet No.16 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW38 on Sheet No.16 of the Access & Rights of Way Plan
Four Marks Fp No.8	Approximately 44 metres shown at point PRoW39 on Sheet No.17 of the Access &	Within Order limits and shown as DPRoW39 on Sheet No.17 of the Access & Rights of Way

(1) <i>Street or Public Right of Way to be temporarily stoppedupclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stoppingupclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
	Rights of Way Plan	Plan
Four Marks Fp No.13	Approximately 112 metres shown at point PRoW40 on Sheet No.17 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW40 on Sheet No.17 of the Access & Rights of Way Plan
Farringdon By No.22	Approximately 45 metres shown at point PRoW41 on Sheet No.17 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW41 on Sheet No.17 of the Access & Rights of Way Plan
Farringdon Fp No.4	Approximately 50 metres shown at point PRoW42 on Sheet No.17 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW42 on Sheet No.17 of the Access & Rights of Way Plan
Farringdon By No.24	Approximately 35 metres shown at point PRoW43 on Sheet No.17 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW43 on Sheet No.17 of the Access & Rights of Way Plan
Farringdon Fp No.9	Approximately 52 metres shown at point PRoW44 on Sheet No.17 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW44 on Sheet No.17 of the Access & Rights of Way Plan
Farringdon Fp No.1	Approximately 40 metres shown at point PRoW45 on Sheet No.18 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW45 on Sheet No.18 of the Access & Rights of Way Plan
Farringdon Fp No.6	Approximately 38 metres shown at point PRoW46 on Sheet No.18 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW46 on Sheet No.18 of the Access & Rights of Way Plan
Farringdon Fp No.18	Approximately 39 metres shown at point PRoW49 on Sheet No.19 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW49 on Sheet No.19 of the Access & Rights of Way Plan
Chawton Fp No.7	Approximately 60 metres shown at point PRoW50 on Sheet No.20 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW50 on Sheet No.20 of the Access & Rights of Way Plan
Alton Cp No.66	Approximately 100 metres shown at point PRoW51 on Sheet No.20 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW51 on Sheet No.20 of the Access & Rights of Way Plan
Worldham Fp No.5	Approximately 50 metres shown at point PRoW52 on Sheet No.20 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW52 on Sheet No.20 of the Access & Rights of Way Plan
Worldham Fp No.20	Approximately 43 metres shown at point PRoW53 on Sheet No.20 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW53 on Sheet No.20 of the Access & Rights of Way Plan
Worldham By No.40	Approximately 54 metres	Within Order limits and shown

(1) <i>Street or Public Right of Way to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
	shown at point PRoW54 on Sheet No.21 of the Access & Rights of Way Plan	as DPRoW54 on Sheet No.21 of the Access & Rights of Way Plan
Worldham Fp No.43	Approximately 44 metres shown at point PRoW55 on Sheet No.21 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW55 on Sheet No.21 of the Access & Rights of Way Plan
Worldham Fp No.21	Approximately 39 metres shown at point PRoW56 on Sheet No.21 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW56 on Sheet No.21 of the Access & Rights of Way Plan
Worldham Fp No.31	Approximately 44 metres shown at point PRoW57 on Sheet No.21 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW57 on Sheet No.21 of the Access & Rights of Way Plan
Worldham Fp No.32	Approximately 91 metres shown at point PRoW58 on Sheet No.22 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW58 on Sheet No.22 of the Access & Rights of Way Plan
Binsted Fp No.1	Approximately 91 metres shown at point PRoW59 on Sheet No.22 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW59 on Sheet No.22 of the Access & Rights of Way Plan
Binsted Fp No.3	Approximately 56 metres shown at point PRoW60 on Sheet No.22 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW60 on Sheet No.22 of the Access & Rights of Way Plan
Binsted Fp No.4	Approximately 52 metres shown at point PRoW61 on Sheet No.22 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW61 on the Access & Rights of Way Plan Sheet No.22
Binsted Fp No.57	Approximately 38 metres shown at point PRoW62 on Sheet No.23 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW62 on Sheet No.23 of the Access & Rights of Way Plan
Froyle Fp No. 18	Approximately 83 metres shown at point PRoW63 on Sheet No.24 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW63 on Sheet No.24 of the Access & Rights of Way Plan
Froyle Fp No.12	Approximately 86 metres shown at point PRoW64 on Sheet No.24 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW64 on Sheet No.24 of the Access & Rights of Way Plan
Froyle Fp No.9	Approximately 55 metres shown at point PRoW67 on Sheet No.24 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW67 on Sheet No.24 of the Access & Rights of Way Plan
Froyle Fp No.7	Approximately 43 metres shown at point PRoW68 on Sheet No.25 of the Access &	Within Order limits and shown as DPRoW68 on Sheet No.25 of the Access & Rights of Way

(1) <i>Street or Public Right of Way to be temporarily stoppedupclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stoppingupclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
	Rights of Way Plan	Plan
Bentley Fp No.4	Approximately 91 metres shown at point PRoW69 on Sheet No.25 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW69 on Sheet No.25 of the Access & Rights of Way Plan
Bentley Fp No.8	Approximately 48 metres shown at point PRoW70 on Sheet No.26 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW70 on Sheet No.26 of the Access & Rights of Way Plan
Crandall Fp No.504	Approximately 63 metres shown at point PRoW71 on Sheet No.28 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW71 on Sheet No.28 of the Access & Rights of Way Plan
Crandall Fp No.1	Approximately 51 metres shown at point PRoW72 on Sheet No.28 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW72 on Sheet No.28 of the Access & Rights of Way Plan
Crandall Fp No.2	Approximately 51 metres shown at point PRoW73 on Sheet No.28 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW73 on Sheet No.28 of the Access & Rights of Way Plan
Eweshot Fp No.741	Approximately 132 metres shown at point PRoW74 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW74 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Eweshot Fp No.743	Approximately 67 metres shown at point PRoW75 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW75 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Church Crookham Fp No.741	Approximately 143 metres shown at point PRoW76 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW76 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Church Crookham Fp No.741	Approximately 77 metres shown at point PRoW77 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW77 on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Fleet CP Br No.725	Approximately 81 metres shown at point PRoW78 on Sheet No.32 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW78 on Sheet No.32 of the Access & Rights of Way Plan
Rushmoor Fp No.10	Approximately 59 metres shown at point PRoW79 on Sheet Nos. 33 and 103 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW79 on Sheet Nos. 33 and 103 of the Access & Rights of Way Plan
Rushmoor Fp No.20b	Approximately 71 metres shown at point PRoW80 on Sheet Nos.35 and 108 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW80 on Sheet Nos. 35 and 108 of the Access & Rights of Way Plan

(1) <i>Street or Public Right of Way to be temporarily stoppedupclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stoppingupclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
In the County of Surrey		
St Catherines Road	Approximately 130 metres between points E and F as shown on Sheet No.36 of the Access & Rights of Way Plan	Diversions via Public Highways Regent Way, Alphington Avenue, Tomlins Avenue, the B331 Chobham Road, Old Bisley Road, the B3015 Deepcut Bridge Road and Lake Road as shown on Sheet Nos. 60 and 61 of the Access & Rights of Way Plan
Camberley 7 Frimley CP Br No.13	Approximately 92 metres shown at point PRoW82 on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW82 on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan
Camberley & Frimley CP Br No.14	Approximately 92 metres shown at point PRoW83 on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW83 on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan
Camberley & Frimley CP Fp No.16	Approximately 475 metres shown at point PRoW84 on Sheet No.37 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW84 on Sheet No.37 of the Access & Rights of Way Plan
Camberley & Frimley CP Br No.15	Approximately 77 metres shown at point PRoW85 on Sheet No.37 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW85 on Sheet No.37 of the Access & Rights of Way Plan
Camberley & Frimley CP Fp No.126a	Approximately 189 metres shown at point PRoW87 on Sheet No.38 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW87 on Sheet No.38 of the Access & Rights of Way Plan
Camberley & Frimley CP Fp No.193	Approximately 67 metres shown at point PRoW88 on Sheet No.39 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW88 on Sheet No.39 of the Access & Rights of Way Plan
West End CP Br No.129	Approximately 18 metres shown at point PRoW91 on Sheet No.41 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW91 on Sheet No.41 of the Access & Rights of Way Plan
West End CP Fp No.157	Approximately 74 metres shown at point PRoW93 on Sheet No.41 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW93 on Sheet No.41 of the Access & Rights of Way Plan
West End CP Fp No.40	Approximately 65 metres shown at point PRoW94 on Sheet No.41 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW94 on Sheet No.41 of the Access & Rights of Way Plan
West End CP Br No.41	Approximately 46 metres shown at point PRoW95 on Sheet No.41 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW95 on Sheet No.41 of the Access & Rights of Way Plan

(1) <i>Street or Public Right of Way to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
West End CP Fp No.122	Approximately 70 metres shown at point PRoW96 on Sheet No.42 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW96 on Sheet No.42 of the Access & Rights of Way Plan
Chobham CP Fp No.122	Approximately 31 metres shown at point PRoW97 on Sheet No.42 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW97 on Sheet No.42 of the Access & Rights of Way Plan
Chobham CP Fp No.42	Approximately 31 metres shown at point PRoW98 on Sheet No.42 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW98 on Sheet No.42 of the Access & Rights of Way Plan
Chobham CP Fp No.58	Approximately 50 metres shown at point PRoW100 on Sheet No.42 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW100 on Sheet No.42 of the Access & Rights of Way Plan
Chobham CP Br No.87	Approximately 45 metres shown at point PRoW101 on Sheet No.43 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW101 on Sheet No.43 of the Access & Rights of Way Plan
Chobham CP Br No.202	Approximately 46 metres shown at point PRoW102 on Sheet No.43 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW102 on Sheet No.43 of the Access & Rights of Way Plan
Chobham CP Fp No.86	Approximately 47 metres shown at point PRoW103 on Sheet No.43 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW103 on Sheet No.43 of the Access & Rights of Way Plan
Chobham CP Fp No.91	Approximately 44 metres shown at point PRoW104 on Sheet No.43 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW104 on Sheet No.43 of the Access & Rights of Way Plan
Chobham CP Br No.90	Approximately 49 metres shown at point PRoW105 on Sheet No.43 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW105 on Sheet No.43 of the Access & Rights of Way Plan
Chobham CP Fp No.55	Approximately 43 metres shown at point PRoW106 on Sheet No.43 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW106 on Sheet No.43 of the Access & Rights of Way Plan
Chobham CP Fp No.97	Approximately 45 metres shown at point PRoW107 on Sheet No.44 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW107 on Sheet No.44 of the Access & Rights of Way Plan
Chobham CP Br No.187	Approximately 64 metres shown at point PRoW108 on Sheet No.44 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW108 on Sheet No.44 of the Access & Rights of Way Plan
Chertsey CP Fp No.46	Approximately 67 metres shown at point PRoW110 on	Within Order limits and shown as DPRoW110 on Sheet No.44

(1) <i>Street or Public Right of Way to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>	(3) <i>Temporary diversion</i>
	Sheet No.44 of the Access & Rights of Way Plan	of the Access & Rights of Way Plan
Chertsey CP Fp No.36	Approximately 43 metres shown at point PRoW111 on Sheet No.47 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW111 on Sheet No.47 of the Access & Rights of Way Plan
Chertsey CP Fp No.36	Approximately 76 metres shown at point PRoW112 on Sheet No.47 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW112 on Sheet No.47 of the Access & Rights of Way Plan
Chertsey CP Fp No.35	Approximately 52 metres shown at point PRoW113 on Sheet Nos. 48 and 116 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW113 on Sheet Nos. 48 and 116 of the Access & Rights of Way Plan
Chertsey CP Fp No.8	Approximately 49 metres shown at point PRoW114 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW114 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan
Chertsey CP Fp No.70	Approximately 49 metres shown at point PRoW115 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW115 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan
Chertsey CP Fp No.8	Approximately 26 metres shown at point PRoW116 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW116 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan
Chertsey CP Fp No.9	Approximately 42 metres shown at point PRoW117 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW117 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan
Chertsey CP Fp No.9	Approximately 11 metres shown at point PRoW118 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW118 on Sheet Nos. 48, 49 and 116 of the Access & Rights of Way Plan
Staines CP Fp No.26	Approximately 16 metres shown at point PRoW122 on Sheet Nos. 52 and 122 of the Access & Rights of Way Plan	Within Order limits and shown as DPRoW122 on Sheet Nos. 52 and 122 of the Access & Rights of Way Plan

PART 2

STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY **STOPPED** **UPCLOSED**, ALTERED, DIVERTED OR RESTRICTED FOR WHICH NO DIVERSION IS TO BE PROVIDED

(1) <i>Street to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping-upclosure, alteration, diversion or restriction</i>
<u>In the County of Hampshire</u>	
Maddoxford Lane	Approximately 31 metres, between Netherhill Lane and Crows Nest Lane as shown on Sheet No.1 of the Access & Rights of Way Plan
Unnamed road off Netherhill Lane	Approximately 38 metres, between Heathen Street and Netherhill Lane as shown on Sheet No.2 of the Access & Rights of Way Plan
Gregory Lane	Approximately 71 metres, between Mincingfield Lane and Heathen Street as shown on Sheet No.2 of the Access & Rights of Way Plan
Mincingfield Lane	Approximately 55 metres, between Kytes Lane and Gregory Lane as shown on Sheet No.3 of the Access & Rights of Way Plan
Wintershill	Approximately 75 metres, between Winchester Road and the access to Wintershill Farm as shown on Sheet No.4 of the Access & Rights of Way Plan
Winchester Road	Approximately 40 metres, between Wintershill and approximately 275 metres west of Ashton Lane as shown on Sheet No.4 of the Access & Rights of Way Plan
Cross Lane	Approximately 41 metres, between Stakes Lane and Ashton Lane as shown on Sheet No.4 of the Access & Rights of Way Plan
Peak Lane	Approximately 31 metres, between Ashton Lane and Stakes Lane as shown on Sheet No.5 of the Access & Rights of Way Plan
Bigpath Lane	Approximately 23 metres, between Woodcote Farm Lane and Belmore as shown on Sheet No.6 of the Access & Rights of Way Plan
Belmore	Approximately 31 metres, between Stakes Lane and Bigpath Lane as shown on Sheet No.6 of the Access & Rights of Way Plan
Lower Preshaw Lane	Approximately 30 metres, between Stake's Lane and the access road to Betty Mundy's Cottage as shown on Sheet No.6 of the Access & Rights of Way Plan
Wheely Down Farm Lane	Approximately 51 metres, between the access to Lomer Farm and Kilmeston Road as shown on Sheet No.9 of the Access & Rights of Way Plan
Kilmeston Road	Approximately 30 metres, between Wheely Down Farm Lane and College Down Farm as shown on Sheet No.9 of the Access & Rights of Way Plan
Joan's Acre Lane	Approximately 23 metres, between Brockwood Bottom/Riversdown Road and Hinton Hill as shown on

(1) <i>Street to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>
	Sheet No.11 of the Access & Rights of Way Plan
Tithelands Lane	Approximately 55 metres, between the A272 and Uncle Bill's Lane as shown on Sheet No.12 of the Access & Rights of Way Plan
Uncle Bill's Lane	Approximately 24 metres, between Tithelands Lane and Kitts Lane/Fitmore Hill Lane as shown on Sheet No.12 of the Access & Rights of Way Plan
Stapley Lane	Approximately 18 metres, between Brick Kiln Lane and Parkstone Road as shown on Sheet No.14 of the Access & Rights of Way Plan
Soames Lane	Approximately 23 metres, between Parkstone Lane and Smugglers Lane as shown on Sheet No.14 of the Access & Rights of Way Plan
Smugglers Lane	Approximately 25 metres, between Petersfield Road and Merryfield Road as shown on Sheet No.15 of the Access & Rights of Way Plan
Lyewood Lane	Approximately 56 metres, between Redbridge Lane and Green Lane as shown on Sheet No.15 of the Access & Rights of Way Plan
Kitwood Lane	Approximately 45 metres, between Hawthorne Lane and Kitwood Road as shown on Sheet No.16 of the Access & Rights of Way Plan
Hawthorne Road	Approximately 32 metres, between Willis Lane and Hawthorne Lane as shown on Sheet No.16 of the Access & Rights of Way Plan
Headmore Lane	Approximately 24 metres, between Hawthorne Lane and Willis Lane as shown on Sheet No.17 of the Access & Rights of Way Plan
Brightstone Lane	Approximately 31 metres, between the junction of Headmore Lane and the access to Pies Farm as shown on Sheet No.17 of the Access & Rights of Way Plan
Woodside Lane (cul-de-sac)	Approximately 22 metres, between the A32 and the end of Woodside Lane as shown on Sheet No.18 of the Access & Rights of Way Plan
Selborne Road	Approximately 103 metres, between Westbrook Grange and Whitehouse Farm as shown on Sheet No.20 of the Access & Rights of Way Plan
Binsted Road	Approximately 34 metres, between Wyck Crossroads and Lower Neatham Mill Lane as shown on Sheet No.23 of the Access & Rights of Way Plan
West End	Approximately 69 metres, between the A31 and West End House as shown on Sheet No.23 of the Access & Rights of Way Plan
Unnamed Road between A31 and Ryebriidge Lane	Approximately 35 metres, between the A31 junction and the access road to West End Farm as shown on Sheet No.24 of the Access & Rights of Way Plan
Gid Lane	Approximately 53 metres, between Ryebriidge Lane and the A31 as shown on Sheet No.24 of the Access & Rights of Way Plan
Froyle Road	Approximately 37 metres, between Hussey's Lane and the junction with Main Road as shown on Sheet No.25

(1) <i>Street to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>
	of the Access & Rights of Way Plan
Isnage Farm Road	Approximately 60 metres, between Hole Lane and Dippenhall Road as shown on Sheet No.26 of the Access & Rights of Way Plan
Hole Lane	Approximately 42 metres, between Isnage Farm Road and Dippenhall Road as shown on Sheet No.26 of the Access & Rights of Way Plan
Dippenhall Road	Approximately 91 metres, between Montgomery Lane and Cheeks Farm Lane junction as shown on Sheet No.27 of the Access & Rights of Way Plan
Dippenhall Street	Approximately 68 metres, between St Cross Street and Clair Park Hospital as shown on Sheet No.28 of the Access & Rights of Way Plan
Heath Lane	Approximately 15 metres, between Dippenhall Street and The Hollow as shown on Sheet No.29 of the Access & Rights of Way Plan
Redlands Lane	Approximately 43 metres, between The Hollow and Pankridge Street as shown on Sheet No.29 of the Access & Rights of Way Plan
Ewshott Lane	Approximately 35 metres, between Naishes Lane and Dares Lane Junction as shown on Sheet No.30 of the Access & Rights of Way Plan
Naishes Lane	Approximately 34 metres, between Ewshott Lane and Jubilee Drive as shown on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Naishes Lane	Approximately 25 metres, between Ewshott Lane and Jubilee Drive as shown on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Quetta Park	Approximately 5 metres, between the junction of Jubilee Drive and Naishes Lane as shown on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Jubilee Drive	Approximately 59 metres, between Naishes Lane and Quetta Park as shown on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Naishes Lane	Approximately 403 metres, between Sandy Lane and Jubilee Drive as shown on Sheet Nos. 30 and 101 of the Access & Rights of Way Plan
Beacon Hill Road B3013	Approximately 319 metres, between Tweseldown Road and Wakeford Park, across the junction with Sandy Lane as shown on Sheet Nos. 30 and 102 of the Access & Rights of Way Plan
Bourley Road	Approximately 32 metres, between the entrance to Tweseldown Race Course and Beacon Hill Road as shown on Sheet Nos. 31 and 102 of the Access & Rights of Way Plan
Aldershot Road	Approximately 42 metres, between the A323 and Northfield Road as shown on Sheet No.31 of the Access & Rights of Way Plan
Old Ively Road	Approximately 735 metres, from junction of Norris Bridge roundabout to Buccaneer Way/Comet Road as shown on Sheet No.32 of the Access & Rights of Way

(1) <i>Street to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>
	Plan
Buccaneer Way	Approximately 50 metres between Comet Way and Bramshot Lane as shown on Sheet No.32 of the Access & Rights of Way Plan
Comet Road	Approximately 586 metres, from Old Ively Road/Buccaneer Way to junction of Concord Road as shown on Sheet Nos. 32, 33 and 103 of the Access & Rights of Way Plan
Concord Road/Whittle Roundabout	Approximately 31 metres across the junction as shown on Sheet Nos. 33 and 103 of the Access & Rights of Way Plan
Ively Road	Approximately 66 metres, between Old Kennels Lane Roundabout and Sir Frank Whittle roundabout (Elles Road) as shown on Sheet Nos. 33 and 103 of the Access & Rights of Way Plan
Cove Road	150 metres, between Bridge Road junction and Southwood Road as shown on Sheet Nos. 34 and 104 of the Access & Rights of Way Plan
Nash Close	Approximately 187 metres, from the junction with Cove Road to the end of cul-de-sac as shown on Sheet Nos. 34 and 104 of the Access & Rights of Way Plan
Stakes Lane Garages	Approximately 50 metres as shown on Sheet Nos. 34 and 105 of the Access & Rights of Way Plan
Ship Lane	Approximately 308 metres, between Ringwood Road and the junction of Newton Road as shown on Sheet Nos. 35 and 108 of the Access & Rights of Way Plan
Ringwood Road	Approximately 168 metres, comprising the entire length of Ringwood Road from the junction with Ship Lane as shown on Sheet Nos. 35 and 108 of the Access & Rights of Way Plan
<u>In the County of Surrey</u>	
Frimley Green Road	Approximately 50 metres, between the junction of Balmoral Road and the junction of Worsley Road as shown on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan
Balmoral Drive	Approximately 840 metres, being the entire length of Balmoral Drive between the junction of Frimley Green Road and the end of the cul-de-sac as shown on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan
Frith Hill Road	Approximately 30 metres as shown on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan
Rhododendron Road	Approximately 30 metres as shown on Sheet Nos. 36 and 113 of the Access & Rights of Way Plan
Deepcut Bridge Road	Approximately 76 metres, between the junction of Old Bisley Road and the junction of Crimea Road as shown on Sheet No.38 of the Access & Rights of Way Plan
The Maultway	Approximately 350 metres, between Cumberland Road and Inglewood Avenue as shown on Sheet Nos. 38 and 39 of the Access & Rights of Way Plan
Red Road	Approximately 587 metres, east of Macdonald Road and the A322 Guildford road as shown on Sheet No.40 of the

(1) <i>Street to be temporarily stopped upclosed, altered, diverted or restricted</i>	(2) <i>Extent of temporary stopping upclosure, alteration, diversion or restriction</i>
	Access & Rights of Way Plan
West End CP Br No.66	Between Points A and B as shown on Sheet No.40 of the Access & Rights of Way Plan
Guildford Road	Approximately 278 metres, between the A332 and Springfield as shown on Sheet No.41 of the Access & Rights of Way Plan
Blackstroud Lane East	Approximately 54 metres, between Burnt Pollard Lane and Hookstone Lane as shown on Sheet No.41 of the Access & Rights of Way Plan
Halebourne Lane	Approximately 32 metres, between the A319 Bagshot Road and Windlesham Road as shown on Sheet No.42 of the Access & Rights of Way Plan
Chobham CP Fp No.211	Between points C and D as shown on Sheet No.42 of the Access & Rights of Way Plan
Steep Hill	Approximately 36 metres, between Woodcock Lane and the B383 junction as shown on Sheet No.43 of the Access & Rights of Way Plan
Windsor Road	Approximately 45 metres, between Heather Way and Staple Hill as shown on Sheet No.43 of the Access & Rights of Way Plan
Canford Drive (cul-de-sac)	Approximately 29 metres, along the entire length of the cul-de-sac section as shown on Sheet Nos. 48 and 116 of the Access & Rights of Way Plan
Canford Drive (non-cul-de-sac)	Approximately 169 metres, between Roakes Avenue from Canford Drive cul-de-sac section as shown on Sheet Nos. 48 and 116 of the Access & Rights of Way Plan
Roakes Avenue	Approximately 35 metres, between Chertsey Avenue and Canford Drive as shown on Sheet Nos. 48 and 116 of the Access & Rights of Way Plan
Mead Lane	Approximately 60 metres, east of the junction of the access road to Chertsey Meads Marine Hire and the end of Mead Lane as shown on Sheet Nos. 49 and 117 of the Access & Rights of Way Plan
Ashford Road	Approximately 1,300 metres, from the junction of The Broadway to the junction of the access to Brett Aggregates and Capital Concrete as shown on Sheet Nos. 51, 119 and 124 of the Access & Rights of Way Plan
Buxton Road	Approximately 54 metres, between Rugglers-Brise Road and Woodthorpe Road as shown on Sheet Nos. 52 and 120 of the Access & Rights of Way Plan
Access road to HMP Bronzefield	Approximately 51 metres, between Woodthorpe Road and HMP Bronzefield as shown on Sheet Nos. 52 and 121 of the Access & Rights of Way Plan
Woodthorpe Road	Approximately 772 metres, between the access to HMP Bronzefield and Station Approach as shown on Sheet Nos. 52, 121 and 122 of the Access & Rights of Way Plan
Station Approach	Approximately 53 metres, between Woodthorpe Road and Station Road as shown on Sheet Nos. 52 and 122 of

<p>(1) Street to be temporarily stopped upclosed, altered, diverted or restricted</p>	<p>(2) Extent of temporary stopping-upclosure, alteration, diversion or restriction</p>
	the Access & Rights of Way Plan
Station Road (one way section)	Approximately 65 metres, from the junction of Station Approach and Station Road as shown on Sheet Nos. 52 and 122 of the Access & Rights of Way Plan
Short Lane	Approximately 147 metres, between the A30(T) and Long Lane as shown on Sheet Nos. 53 and 123 of the Access & Rights of Way Plan

**MODIFICATION OF COMPENSATION AND COMPULSORY
PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS
AND IMPOSITION OF RESTRICTIVE COVENANTS**

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 in respect of compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 6 to the Southampton to London Pipeline Development Consent Order 202[] (“the 202[] Order”));
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 6 to the 202[] Order to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.”.

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

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

Application of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 26 (modification of Part 1 of the 1965 Act)) to the acquisition of land under article 21 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 23 (compulsory acquisition of rights and restrictive covenants)—

- (a) with the modifications specified in paragraph 5; and

(a) 1973 c. 26.

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restrictive covenant imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restrictive covenant is or is to be enforceable.

(3) For section 7 (measure of compensation) of the 1965 Act substitute—

“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 or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant 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.”.

(4) 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 the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(a) (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 21), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A(b) (powers of entry: further notices of entry), 11B(c) (counter-notice requiring possession to be taken on specified date), 12(d) (penalty for unauthorised entry) and 13(e) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

(6) Section 20(f) (tenants at will, etc.) of the 1965 Act 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 or the enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 26(4) is also modified so as to enable the acquiring authority in circumstances corresponding to those

-
- (a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No.1) and S.I. 2009/1307.
 - (b) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).
 - (c) Section 11B was inserted by section 187(2) of the Housing and Planning Act 2016 (c. 22).
 - (d) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).
 - (e) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
 - (f) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A of the 1965 Act substitute—

“SCHEDULE 2A COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 27 (application of the 1981 Act) of the Southampton to London Pipeline Development Consent Order 202[] in respect of the land to which the notice to treat relates.

(2) But see article 28(3) (acquisition of subsoil and airspace only) of the Southampton to London Pipeline Development Consent Order 202[] which excludes the acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the acquiring authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

8. If the acquiring authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the acquiring authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the proposed use of the right or covenant, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

SCHEDULE 7

Article 30

LAND OF WHICH ONLY TEMPORARY POSSESSION MAY BE
TAKEN

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
Land Plans – Sheet No.1	
1, 2, 3, 5, 8, 9, 17, 19, 20, 22, 27, 31, 33	Work No. 1A
21	Work Nos. 1A and 4A
28, 29	Work Nos. 1A and 8C
Land Plans – Sheet No.2	
31, 33, 40, 42, 43, 44, 46, 50, 52, 53, 55, 56, 58, 64, 68, 69, 70	Work No. 1A
34	Work Nos. 1A, 2A and 3A
39, 48, 51	Work Nos. 1A, 2A, 3A and 10A
59	Work Nos. 1A, 4C and 8E
61, 65	Work Nos. 1A, 4B and 8D
66	Work Nos. 1A, 4C and 8E
73	Work Nos. 1A and 8F
Land Plans – Sheet No.3	
70, 74, 82, 84, 85, 87, 89, 90, 92, 94, 96, 97, 99, 100, 101, 102, 103	Work No. 1A
73	Work Nos. 1A and 8F
77, 78	Work Nos. 1A, 8F and 8G
79	Work Nos. 1A and 8G
114	Work Nos. 1A and 4D
Land Plans – Sheet No.4	
97, 99, 100, 101, 102, 103, 116, 119, 120, 122, 126, 129, 135, 140, 142, 145, 146, 148, 150, 153	Work No. 1A
109, 111, 112, 113	Work Nos. 1A and 8H
114	Work Nos. 1A and 4D
123, 124, 127, 131	Work Nos. 1A, 8J and 8K
133, 134	Work Nos. 1A and 4E
137, 138A, 138B	Work Nos. 1A and 2B
Land Plans – Sheet No.5	
153, 154, 156, 158, 159, 161, 163, 165, 166, 167, 171	Work No. 1A
Land Plans – Sheet No.6	
171, 172, 175, 176, 184, 185, 193, 195, 197, 198, 209, 214	Work No. 1A
173, 181	Work Nos. 1A and 8L
182	Work Nos. 1A and 8M
186	Work Nos. 1A and 8N
187, 188, 191	Work Nos. 1A and 8O
199	Work No. 1A
201, 202	Work Nos. 1A and 8P
205, 207	Work Nos. 1A and 8Q
206	Work Nos. 1A, 2C and 10C

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
210, 212, 217	Work Nos. 1A and 2C
Land Plans – Sheet No.7	
212, 217	Work Nos. 1A and 2C
218, 219, 221, 231, 235, 236, 238, 239, 240, 241, 242	Work No. 1A
220, 223, 224, 225, 226, 227, 230, 232	Work Nos. 1A, 2C and 10C
Land Plans – Sheet No.8	
241, 242, 243, 246, 247	Work No. 1A
245, 248, 249	Work Nos. 1A and 8R
Land Plans – Sheet No.9	
245, 248, 249	Work Nos. 1A and 8R
250, 251, 253, 260, 261, 269, 273, 274, 275	Work No. 1A
257, 259	Work Nos. 1A and 8S
263	Work Nos. 1A and 8T
264	Work Nos. 1A and 4G
267, 268	Work Nos. 1A, 8T and 8U
270	Work Nos. 1A, 4H and 8U
Land Plans – Sheet No.10	
273, 274, 275, 277, 278, 279, 281, 282, 283, 284, 286, 287, 288, 289, 291, 292, 294, 295, 296, 297D, 297E, 299B	Work No. 1A
Land Plans – Sheet No.11	
296, 299B, 303B, 304, 307B, 312, 314, 319, 321, 322	Work No. 1A
324	Work Nos. 1A and 8Y
325	Work Nos. 1A and 4J
328	Work Nos. 1B, 4K and 8Z
330	Work No. 1B
Land Plans – Sheet No.12	
328, 329	Work Nos. 1B, 4K and 8Z
330, 333, 334, 335, 336, 339, 346, 347, 350, 352, 353, 355, 356, 357, 370, 371	Work No. 1B
338	Work Nos. 1B and 8AA
342, 343	Work Nos. 1B, 8AA and 8AB
344	Work Nos. 1B and 8AB
361, 362, 363, 364, 365, 366, 367, 368, 369	Work Nos. 1B and 2D
Land Plans – Sheet No.13	
370, 371, 373, 374, 377, 378, 379, 383, 384, 386, 387, 390, 392, 394, 380A, 380B, 380C, 380D, 382A, 382B	Work No. 1B
Land Plans – Sheet No.14	
390, 392, 394, 397, 398, 400, 401, 404, 406, 407, 409, 410, 413, 414, 416	Work No. 1B
Land Plans – Sheet No.15	
410, 413, 414, 416, 420, 421, 423, 425, 429, 431, 432, 433, 436, 437	Work No. 1B
430	Work Nos. 1B and 4L
Land Plans – Sheet No.16	
437, 439, 440, 443, 444, 445, 446, 447, 450, 453, 462	Work No. 1B
449	Work Nos. 1B, 2E, 8AI and 8AJ
454	Work Nos. 1B, 8AI and 8AJ

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
456	Work Nos. 1B and 4M
Land Plans – Sheet No.17	
462, 463, 467, 468, 470, 472, 473, 475, 476, 477, 479, 480, 483, 485, 487, 489, 490, 492, 493, 494, 496, 497, 499, 500, 502, 503, 505, 507, 508, 510, 511, 512, 513, 515, 517, 521, 523, 526, 527, 530, 533, 534, 536, 537, 538	Work No. 1B
Land Plans – Sheet No.18	
538, 541, 542, 543, 544, 548, 549, 553	Work No. 1B
551, 552	Work Nos. 1B and 8AT
554	Work Nos. 1B, 4N and 8AS
Land Plans – Sheet No.19	
551, 552, 558	Work Nos. 1B and 8AT
553, 560, 562, 564, 569, 571	Work No. 1B
554, 557, 559	Work Nos. 1B, 4N and 8AS
Land Plans – Sheet No.20	
569, 571, 572, 574, 575, 577, 578	Work No. 1B
580, 594	Work Nos. 1B and 1C
583	Work Nos. 1B, 1C, 2G, 8AV and 10G
587, 590, 593, 595, 596, 597, 599, 600, 601, 603, 605, 606, 607	Work No. 1C
589	Work Nos. 1B, 2G, 8AV and 10G
591	Work Nos. 1C and 4O
Land Plans – Sheet No.21	
603, 605, 606, 607, 609, 611, 612, 613, 615, 617, 618, 620, 622, 624, 627, 630, 631	Work No. 1C
623	Work Nos. 1C and 8AW
629	Work Nos. 1C, 8AX and 4P
Land Plans – Sheet No.22	
630, 631, 632, 633, 635, 636	Work No. 1C
Land Plans - Sheet No.23	
635, 638, 641, 646, 647, 651, 666, 667, 670, 671, 672, 675, 677	Work No. 1C
640	Work Nos. 1C, 8AY and 8AZ
645, 649	Work Nos. 1C and 4Q
650, 653	Work Nos. 1C and 4R
Land Plans – Sheet No.24	
671, 672, 675, 677, 678, 679, 681, 682, 685, 687, 689, 690, 692, 693, 694, 699	Work No. 1C
688	Work Nos. 1C and 4S
695, 696	Work Nos. 1C, 8BD and 8BE
702	Work Nos. 1C and 8BF
Land Plans – Sheet No.25	
702	Work Nos. 1C and 8BF
703, 709, 711, 713, 715, 716	Work No. 1C
705, 707	Work Nos. 1C, 8BF and 8BG
708	Work Nos. 1C and 4T

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
Land Plans – Sheet No.26	
716, 719, 722, 723, 726, 729, 732, 733, 734	Work No. 1C
725, 728, 730	Work Nos. 1C, 8BH and 8BI
Land Plans – Sheet No.27	
734, 736, 739, 740, 743, 744, 746, 747, 748, 751	Work No. 1C
737	Work Nos. 1C, 8BJ and 8BK
741	Work Nos. 1C and 8BK
Land Plans – Sheet No.28	
751, 752, 754, 761, 762	Work No. 1C
755, 756	Work Nos. 1C, 8BL and 8BM
757	Work Nos. 1C, 1D, 8BL and 8BM
763, 765, 766, 769, 770, 772, 774, 775	Work No. 1D
767	Work Nos. 1D, 4U and 8BM
Land Plans – Sheet No.29	
774, 775, 777, 780, 781, 785, 786, 787, 788, 790, 791, 793, 794, 796, 798, 799, 801, 802, 811, 824, 826, 828, 830, 832, 833, 835, 837, 842	Work No. 1D
804	Work Nos. 1D and 8BR
805, 810	Work Nos. 1D and 4V
806, 807, 808, 809	Work Nos. 1D, 4V and 8BR
814, 818	Work Nos. 1D and 8BS
815, 816, 817, 820, 822, 823	Work Nos. 1D and 8BT
838	Work Nos. 1D and 4W
839	Work Nos. 1D and 8BU
841	Work Nos. 1D and 8BV
Land Plans – Sheet No.30	
837, 842, 844, 845, 847, 850, 851, 852, 854, 855, 896	Work No. 1D
838	Work Nos. 1D and 4W
839	Work Nos. 1D and 8BU
841	Work Nos. 1D and 8BV
848	Work Nos. 1D and 4X
Land Plans – Sheet No.31	
930, 932, 934, 936, 937, 938, 939, 941, 942, 944	Work No. 1D
Land Plans – Sheet No.32	
942, 944, 945, 946, 947, 949, 951, 953, 954, 956, 957, 958, 959, 960, 966, 967, 970	Work No. 1D
961	Work Nos. 1D and 4AA
972A	Work Nos. 1D, 6C and 8CY
Land Plans – Sheet No.33	
989, 992, 998, 1000, 1001, 1003, 1009	Work No. 1D
993	Work Nos. 1D and 4AB
995, 996	Work Nos. 1D, 8CI and 8CH
1004	Work Nos. 1D and 8CJ
1005, 1006	Work Nos. 1D and 8CK
1011	Work No. 1Ei
1012	Work Nos. 1D and 1Ei
1014	Work Nos. 1Ei and 4AC
1015, 1017	Work No. 1Ei

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
Land Plans – Sheet No.34	
1017	Work No. 1Ei
Land Plans – Sheet No.37	
1361, 1363, 1366, 1369, 1372, 1373, 1375, 1380, 1381, 1382, 1383, 1384	Work No. 1Eiii
1368, 1370	Work Nos. 1Eiii, 5U and 9E
1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392	Work No. 1F
Land Plans – Sheet No.38	
1372, 1380, 1381	Work No. 1Eiii
1375, 1382, 1383	Work Nos. 1Eiii and 9H
1384, 1385, 1386, 1387, 1389, 1390, 1391, 1392	Work Nos. 1F and 9H
1388, 1397, 1398, 1399, 1417	Work No. 1F
1394, 1395	Work Nos. 1F and 5D
Land Plans – Sheet No.39	
1417	Work No. 1F
Land Plans – Sheet No.40	
1417, 1421, 1422, 1423, 1424	Work No. 1F
Land Plans – Sheet No.41	
1445	Work Nos. 1F and 5E
1450, 1451, 1453, 1454, 1455, 1458, 1459, 1464, 1467, 1468, 1470, 1471, 1472, 1473, 1477, 1479, 1480, 1481, 1483, 1484, 1486, 1487, 1488, 1490, 1492, 1493, 1495, 1496, 1497	Work No. 1F
Land Plans – Sheet No.42	
1496	Work Nos. 1F and 5F
1497, 1504, 1505, 1507, 1508, 1510, 1512, 1549, 1550	Work No. 1F
1499	Work Nos. 1F and 9O
1501	Work Nos. 1F and 9P
Land Plans – Sheet No.43	
1549, 1550, 1553, 1554, 1556, 1559, 1560, 1563, 1570, 1571, 1572, 1574, 1579, 1581, 1582, 1583, 1585, 1590	Work No. 1F
1565	Work Nos. 1F and 5G
1575, 1577, 1578	Work Nos. 1F and 5H
Land Plans – Sheet No.44	
1582, 1583, 1585, 1586, 1588, 1589, 1590, 1591, 1592, 1595, 1596, 1600, 1602, 1603, 1604, 1606, 1607, 1609	Work No. 1F
1594, 1598, 1599	Work Nos. 1F and 5I
Land Plans – Sheet 45	
1609, 1611, 1613, 1616, 1618, 1621, 1624, 1626, 1628, 1629, 1633, 1634	Work No. 1F
1619	Work Nos. 1F and 5J
1620	Work Nos. 1F, 5J and 9W
1625, 1627	Work Nos. 1F and 9X
1630, 1631, 1632	Work Nos. 1F and 9Y
Land Plans – Sheet 46	
1634	Work No. 1F
1636, 1637, 1638	Work Nos. 1F and 9Z
1639, 1640	Work Nos. 1F, 5K and 9Z

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
Land Plans – Sheet 47	
1661, 1663, 1664, 1665, 1666, 1667, 1668, 1676, 1682, 1684, 1685, 1687, 1689	Work No. 1F
1680, 1681, 1692	Work Nos. 1F, 1G and 9AD
1694	Work Nos. 1F and 5L
1700, 1701, 1712	Work Nos. 1F and 1G
1702, 1704, 1708, 1710, 1715, 1723, 1724, 1725, 1726, 1728, 1729, 1733, 1736, 1747, 1748, 1750, 1755, 1734 A, 1734 B	Work No. 1G
1714, 1716, 1717, 1718, 1719, 1720, 1721	Work Nos. 1G and 9AF
1730	Work Nos. 1G and 5N
1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746	Work Nos. 1G, 9AE and 11D
Land Plans – Sheet 48	
1726, 1729, 1747, 1748, 1750, 1753, 1754, 1755, 1758, 1759, 1786, 1788, 1790, 1792, 1794, 1796, 1797, 1798	Work No. 1G
1752	Work Nos. 1G and 9AF
1800	Work Nos. 1G and 5N
Land Plans – Sheet 49	
1786, 1788, 1790, 1792, 1794, 1796, 1797, 1798	Work No. 1G
1800	Work Nos. 1G and 5N
1846	Work No. 1H
Land Plans – Sheet 50	
1845, 1853, 1857, 1858, 1862, 1863, 1869, 1889	Work No. 1H
1854	Work No. 1H
1856	Work Nos. 1H and 5O
1860	Work Nos. 1H and 5P
1864, 1865, 1866, 1867	Work Nos. 1H and 9AK
Land Plans – Sheet 51	
1869, 1872, 1873, 1880, 1883, 1889, 1890, 1892, 1899	Work No. 1H
1871	Work Nos. 1H and 9AM
Land Plans – Sheet 52	
2046, 2049	Work No. 1H
Land Plans – Sheet 53	
2238	Work No. 1H
Land Plans – Sheet 56	
972A, 972B, 972C	Work Nos. 6C and 8CY
Land Plans – Sheet 58	
1661, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1675, 1676, 1677, 1679, 1682, 1684, 1687	Work No. 1F
1671, 1674	Work Nos. 1F and 9AB
Land Plans – Sheet 59	
563	Work Nos. 1B and 6B
565, 566, 567, 568	Work Nos. 1B, 6B and 8CY
Land Plans – Sheet 101	
854, 856, 858, 859, 862, 863, 864, 871, 874, 877, 878, 879	Work No. 1D
872	Work Nos. 1D and 4Y

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
Land Plans – Sheet 102	
878, 879, 887, 892, 898, 900, 903, 911, 913, 919, 921, 923, 925, 930, 932	Work No. 1D
896	Work No. 1D
908, 909, 910	Work Nos. 1D and 8CB
914, 920, 928	Work Nos. 1D and 10I
924	Work Nos. 1D and 4Z
929	Work Nos. 1D, 8CC and 8CD
Land Plans – Sheet 103	
978, 985, 986, 987	Work No. 1D
989	Work Nos. 1D and 10J
Land Plans – Sheet 104	
1017, 1019, 1021, 1023, 1025, 1026, 1028, 1029, 1030, 1044, 1059, 1068, 1093, 1098	Work No. 1Ei
1022	Work Nos. 1Ei and 8CL
1072, 1075, 1077, 1079, 1081, 1083, 1085, 1088, 1091, 1092	Work Nos. 1Ei and 8CN
1095	Work Nos. 1Ei, 4AD and 8CO
1100	Work Nos. 1Ei and 4AD
Land Plans – Sheet 105	
1100	Work Nos. 1Ei and 4AD
1139, 1150, 1151, 1154, 1155, 1157, 1160, 1161, 1164	Work No. 1Ei
1159	Work Nos. 1Ei and 4AE
Land Plans – Sheet 106	
1160, 1162, 1164, 1165, 1169	Work No. 1Ei
1170, 1173	Work Nos. 1Ei and 8CQ
Land Plans – Sheet 107	
1170	Work Nos. 1Ei and 8CQ
1171, 1173, 1174, 1192	Work No. 1Ei
1227, 1229, 1232, 1237, 1241, 1245	Work Nos. 1Ei and 8CS
1262, 1267	Work Nos. 1Ei and 8CV
Land Plans – Sheet 108	
1174, 1192	Work No. 1Ei
1254, 1255, 1258, 1260, 1261	Work No. 1Eii
1267	Work Nos. 1Eii, 8CS and 8CV
1272	Work Nos. 1Eii and 9A
1277, 1278	Work Nos. 1Eii and 8CT
Land Plans – Sheet 109	
1281	Work Nos. 1Eii and 1Eiii
1282	Work No. 1Eiii
1284	Work No. 1Eii
1296, 1297, 1298	Work Nos. 1Eii and 9C
Land Plans – Sheet 110	
1262, 1264, 1265, 1266, 1268, 1272	Work Nos. 1Eii and 9A
1267	Work Nos. 1Eii and 8CV
1281, 1282	Work No. 1Eiii

(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Relevant part of the authorised development</i>
Land Plans – Sheet 112	
1281	Work Nos. 1Eiii, 5A and 9B
1282, 1285, 1289, 1302	Work No. 1Eiii
1309, 1313	Work Nos. 1Eiii and 5B
Land Plans – Sheet 113	
1316, 1318, 1319, 1320, 1321, 1322, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1333, 1334, 1335, 1336, 1337, 1338, 1340, 1356, 1360, 1361, 1362	Work No. 1Eiii
1357	Work Nos. 1Eiii and 5C
Land Plans – Sheet 114	
1513, 1514, 1516, 1519, 1521, 1522, 1537, 1539, 1542, 1545, 1547, 1549	Work No. 1F
1520, 1523	Work Nos. 1F and 9Q
1538, 1541	Work Nos. 1F and 9R
Land Plans – Sheet 115	
1641, 1645, 1647, 1648, 1649, 1650, 1652, 1654, 1655, 1657, 1658, 1661	Work No. 1F
Land Plans – Sheet 116	
1752, 1754, 1755, 1758, 1759, 1767, 1769, 1770, 1772, 1775, 1776, 1780, 1784, 1786	Work No. 1G
1779, 1782, 1783	Work Nos. 1G and 9AG
Land Plans – Sheet 117	
1798, 1800, 1819, 1821	Work No. 1G
1820	Work Nos. 1G and 9AI
Land Plans – Sheet 118	
1819, 1821, 1827	Work No. 1G
1820	Work Nos. 1G and 9AI
1823, 1830, 1831, 1833, 1837, 1838, 1839, 1841, 1843, 1844, 1845, 1847, 1850, 1853	Work No. 1H
1829	Work Nos. 1G and 1H
1842, 1848, 1849, 1851	Work Nos. 1H and 9AJ
1854	Work No. 1H
Land Plans – Sheet 120	
1976, 1977	Work Nos. 1H and 9AP
1978, 1980, 1983, 1990, 1995, 1998, 1999, 2003, 2006, 2025, 2033, 2041, 2042, 2043, 2045, 2046, 2048	Work No. 1H
1982, 1984	Work Nos. 1H and 9AN
2005, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2020, 2021, 2023, 2024, 2026, 2027, 2029, 2030, 2031, 2032, 2034, 2035, 2036, 2037, 2038, 2039	Work Nos. 1H and 9AQ
Land Plans – Sheet 121	
2046, 2048, 2049, 2050, 2052, 2053, 2054, 2056, 2060, 2062, 2063, 2064, 2065, 2067, 2238	Work No. 1H
2100	Work Nos. 1H and 5Q
2227, 2234	Work Nos. 1H and 9AS
Land Plans – Sheet 122	
2227, 2234	Work Nos. 1H and 9AS

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Relevant part of the authorised development</i>
2228, 2230, 2231, 2233	Work Nos. 1H and 9AR
2235, 2237, 2238, 2240	Work No. 1H
2242	Work Nos. 1H and 5R
Land Plans – Sheet 123	
2242	Work Nos. 1H and 5R
2243, 2244, 2245, 2247, 2252, 2255, 2259, 2260, 2261, 2263, 2267, 2269, 2271, 2273, 2279, 2281, 2285, 2288, 2289	Work No. 1H
2254	Work Nos. 1H and 5S
2276	Work Nos. 1H, 5T and 9AU
Land Plans – Sheet 124	
1982, 1984	Work Nos. 1H and 9AN
1990, 2003	Work No. 1H

SCHEDULE 8

Article 43

TREES SUBJECT TO TREE PRESERVATION ORDERS

(1) <i>Type of tree</i>	(2) <i>Location</i>	(3) <i>Indicative works to be carried out</i>	(4) <i>TPO reference</i>
<u>In the County of Hampshire</u>			
Group	Trees forming field boundary along southern side of Petersfield Road, opposite Woodcote Manor Cottages – as marked TPO001 on Sheet No.11 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (eastern section of TPO group) to prevent damage from plant movements along the proposed access track.	00057-2003-TPO 0131A7
Group	Trees forming field boundary along northern side of Petersfield Road, between Woodcote Manor Cottages and Tithelands Lane – as marked TPO002 on Sheet No.12 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (western and eastern end of TPO group) to prevent damage from plant movements.	00057-2003-TPO 0131A1
Group – Species: beech and larch	Woodland copse, east of Gosport Road, north of Woodside Lane, north of Lower Farrington – as marked TPO003 on Sheet No.19 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches to prevent damage during plant movements along proposed access track located around eastern extent of TPO area.	(EH94)81 A1
Group (2 No. overlapping)	TPO covers various sections of woodland copses and linear belts forming Lawn Copse, located to the south of Heath Lane, within Oak Park Golf Club (Woodland Course) – as marked TPO004 and TPO005 on Sheet Nos. 28 and 29 of the General Arrangement Plans	Felling works to part of TPO groups; through western section of TPO area 737, and southern end of TPO area 88. Crown lifting/pruning of overhanging branches of adjacent retained trees to prevent damage during plant movements through the area.	93/00450/HDC 737 49/0007/TP 88

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
Group – Species: oak, ash, hazel	TPO covers linear belt of woodland located along the southern side of Heath Lane, within Oak Park Golf Club (Woodland Course) and extending eastwards into the woodland block next to the residential properties known as ‘The Tileries’ – as marked TPO006 on Sheet No.29 of the General Arrangement Plans	Felling works through central section of TPO. Crown lifting/pruning of overhanging branches to prevent damage during plant movements through central section.	49/00007/TP 87
Individual (32 No.) – Species: oak, beech, ash, birch	Individual TPOs cover trees along northern boundary of the A287 adjacent to Peacocks Garden World; two avenue lines through the carpark; and the linear belt of trees running parallel to the A287 at the northern edge of the garden centre – as marked TPO007 to TPO038 on Sheet No.29 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches to prevent damage from plant movements through the area.	02/01128/HDC 60285, 60286, 60287, 60288, 60335C, 60336C, 60337C, 60338C, 60339C, 60342C, 60343C, 60351C, 60352C, 60353C, 60354C, 60355C, 60362C, 60363C, 60364C, 60365C, 60366C, 60367C, 60368C, 60369C, 60370C, 60371C, 60373C, 60374C, 60375C, 60376C, 60377C, 60378C
Group – Species: oak, scots pine, beech, ash	TPO covers large woodland area to the north-eastern side of the A287 (Ewshot Hill) surrounding Combe Wood Cottage and spreading eastwards towards the properties along Church Lane – as marked TPO039 on Sheet No.29 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches to prevent damage during plant movements along existing access track at western end of TPO area.	90/00380/HDC 689
Group	Group TPO covers large area encompassing trees and woodland blocks between Ewshot Lane, Tadpole Lane and Beacon Hill Road	Felling works through central section of TPO. Crown lifting/pruning of overhanging branches to prevent damage during plant	05/01198/HDC A60925

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
	around the Queen Elizabeth Barracks – as marked TPO040 on Sheet No.30 of the General Arrangement Plans	movements through central section, and along street edges.	
Group	TPO covers two areas of woodland blocks located to the west and northern sides of Hartland Park – as marked TPO041 on Sheet No.56 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (eastern side of the TPO block to the west of Hartland Park) to prevent damage during construction and use of proposed compound area.	08/01267/TPO 1
Group	TPO covers an area of woodland located to the eastern side of Hartland Park – as marked TPO042 on Sheet Nos. 32 and 56 of the General Arrangement Plans	Felling works throughout north-western quadrant of TPO area to accommodate proposed compound. Crown lifting/pruning of overhanging branches to prevent damage during construction and use of proposed compound area.	08/01267/TPO 1
Group – Species: oak	Trees along western side of Ively Road (A327), to the rear of properties within the adjacent Tarn Close (Nos. 16–20) – as marked TPO043 on Sheet No.33 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (southern end of TPO area) to prevent damage during adjacent plant movements.	06/00415A/ORDER G2
Individual – Species: oak	TPO located immediately outside the Order limits (northern side) at the end of the private residential property known as No.58 West Heath Road – as marked TPO044 on Sheet No.34 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches to prevent damage if plant/materials require access past the tree.	07/00438/ORDER 438

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
Individual – Species: ash	TPO identified as being located in the driveway to the front of the private property known as No.74 West Heath Road – as marked TPO045 on Sheet No.34 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches to prevent damage during plant movements past the tree along the adjacent existing access track.	94/00209/ORDER 209
Individual (2 No.) – Species: oak	TPO trees located to the rear of properties along Stuart Close (No.9 and No.10) – as marked TPO046 and TPO047 on Sheet No.34 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches to prevent damage if plant/materials requires access past trees.	07/00437/ORDER 437 T1 and T2
<u>In the County of Surrey</u>			
Group	TPO covers an area surrounding Balmoral Drive, the Sandringham Way ‘loop’ at the southern extent to Lakeside School at the northern extent (St Catherines Road sits along its eastern extent) – as marked TPO048 on Sheet No.36 of the General Arrangement Plans	Balmoral Drive: Crown lifting/pruning of overhanging branches (through centre of TPO area) to prevent damage during plant movements through area. St Catherines Road: Felling works at eastern edge of TPO area to provide works access between Balmoral Drive and St Catherines Road. Crown lifting/pruning of overhanging branches to prevent damage during plant movements through area.	TPO 6/75 A1
Group	TPO incorporates a strong tree belt running through the garden spaces to the east of Pevensey Way, between Tenby Road (cul-de-sac) and St Catherines Road – as marked TPO049 on Sheet No.36 of the General Arrangement	Felling works (northern end of TPO area) to provide space for construction. Crown lifting/pruning of overhanging branches (northern end of TPO area) to prevent damage during plant movements through	TPO 7/76 A1

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
	Plans	area.	
Group – Species: scots pine, sweet chestnut, birch	TPO area located to the eastern side of St Catherines Road, stretching north-eastward into the woodland between two residential properties – as marked TPO050 on Sheet No.36 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (western edge of TPO area) to prevent damage during plant movements along St Catherines Road.	TPO 12/90 W1
Group	Linear TPO group to rear boundary line of properties along Regent Way, east of Frimley – as marked TPO051 on Sheet No.36 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (along southern extent of TPO) to prevent damage during adjacent plant movements.	TPO 10/74 A3
Group – Species: scots pine, birch	Large TPO area covering Pine Ridge Golf Course, south of Old Bisley Road, on the eastern edge of Frimley – as marked TPO052 on Sheet Nos.37 and 38 of the General Arrangement Plans	Felling of trees through south-eastern quadrant of TPO area. Crown lifting/pruning of overhanging branches (south-eastern quadrant) to prevent damage to adjacent retained trees during plant movements through the area.	TPO 27/90 W1
Group –Species: scots pine, birch, oak, cypress	The TPO covers the street trees within, and linear belts of trees around, the residential area surrounding Cheylesmore Drive – as marked TPO053 on Sheet No.38 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches at southern end of TPO group to prevent damage during plant movements past the area.	TPO 2/84 W1
Group	TPO area extends along the western side of The Maultway between the residential properties at Redwood Drive and Cumberland Road (excluding properties around Buttermere Drive and Brackenwood) – as	Crown lifting/pruning of overhanging branches (eastern edge of TPO area) to prevent damage during plant movements along road.	TPO 31/68 A1

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
	marked TPO054 on Sheet Nos.38 and 39 of the General Arrangement Plans		
Group –Species: ash, beech, birch, catalpa, sweet chestnut, cherry, cypress, holly, mountain ash, oak, pine, poplar	TPO Group covers residential area around Buttermere Drive. Includes street trees, trees within private gardens, and linear belt immediately adjacent to the Order limits running along The Maultway – as marked TPO055 on Sheet No.39 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (eastern edge of TPO area) to prevent damage during plant movements along The Maultway.	TPO 11/87 W1
Group – Species: birch, beech, scots pine, aspen	TPO group located on the southern side of Red Road, opposite the junction with Briar Avenue – as marked TPO056 on Sheet No.40 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (northern edge of TPO area) to prevent damage during plant movements along Red Road.	TPO 31/89 W1
Group – Species: birch, alder, oak	TPO area covers trees on the north side of Red Road and within the gardens of the private residential properties at the southern end of the adjacent close off Blackthorn Drive – as marked TPO057 on Sheet No.40 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (southern edge of TPO area) to prevent damage during plant movements along Red Road.	TPO 12/85 G3
Group – Species: beech, oak, birch, poplar	TPO area covers trees on the north side of Red Road and within the gardens of private residential properties at the south-eastern end of the adjacent close off Blackthorn Drive – as marked TPO058 on Sheet No.40 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (southern edge of TPO area) to prevent damage during plant movements along Red Road.	TPO 12/85 G2

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
Group – Species: alder	TPO area covers trees to the western side of the junction between Briar Avenue and Red Road – as marked TPO059 on Sheet No.40 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (southern edge of TPO area) to prevent damage during plant movements along Red Road.	TPO 12/85 G1
Individual (3 No.) – Species: oak	Three TPO trees along southern edge of Red Road, east of the large TPO group (TPO 31/89 W1) and west of the junction with Lightwater Road – as marked TPO060, TPO061 and TPO062 on Sheet No.40 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (northern edge of TPO trees) to prevent damage during plant movements along Red Road.	TPO 31/89 T1, T2 and T3
Group	Large TPO group covering residential area around Colville Gardens – as marked TPO063 on Sheet No.40 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (southern edge of TPO area) to prevent damage during plant movements along public footpath.	TPO 8/76 A1
Group	Large TPO group covering residential area around Heronscourt – as marked TPO064 on Sheet No.40 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (southern edge of TPO area) to prevent damage during plant movements along public footpath.	TPO 1/75 A1
Group – Species: scots pine, oak, birch	TPO group covering residential area around Sundew Close – as marked TPO065 on Sheet No.41 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (south-western edge of TPO area) to prevent damage during plant movements along road.	TPO 18/86 W1
Group – Species: oak, horse chestnut, field maple	Linear belt of trees forming field boundary along Halebourne Lane, running immediately north of public bridleway (shown as PRoW No.41 on the	Felling works. Crown lifting/pruning of overhanging branches (southern end of TPO area) to prevent damage during plant movements through tree	TPO 58/89 G10

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
	Access & Rights of Way Plans) – as marked TPO066 on Sheet No.42 of the General Arrangement Plans	belt.	
Group – Species: horse chestnut, ash	Linear belt of trees forming field boundary along Halebourne Lane, running immediately south of public bridleway (shown as PRoW No.41 on the Access & Rights of Way Plan) – as marked TPO067 on Sheet No.42 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (northern end of TPO area) to prevent damage during plant movements through tree belt.	TPO 58/89 G11
Group – Species: alder	Linear belt of trees along watercourse, forming field boundary between two arable fields, east of Halebourne Lane – as marked TPO068 on Sheet No.42 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (southern end of TPO area) to prevent damage during plant movements through tree belt.	TPO 58/89 G2
Group	TPO covers parallel linear belts of trees running around Foxhills Country Club – as marked TPO069 on Sheet Nos. 45, 46 and 47 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (where the Order limits cross through or immediately adjacent to TPO tree belts) to prevent damage during plant movements and to provide proposed ecological mitigation area.	TPO 6
Group	TPO covers linear belt of trees running along the western side of Hardwick Lane, starting immediately north of the existing access way into Hardwick Park Farm – as marked TPO070	Felling works. Crown lifting/pruning of overhanging branches (southern end of TPO area) to prevent damage from plant movements at proposed access point.	TPO 410

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
	on Sheet No.58 of the General Arrangement Plans		
Group	TPO covers various small groups, linear belts and individual trees within the area between Hardwick Lane, Guildford Road and the M25 Motorway – as marked TPO071 on Sheet No.47 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches to prevent damage from plant movements.	TPO 433
Group (2 No. overlapping)	TPOs cover area to the east of the M25 Motorway, south of Guildford Road and surrounding Sandgates residential complex. TPOs cover dense woodland blocks and scattered trees – as marked TPO072 and TPO073 on Sheet No.47 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (southern end of TPO groups) to prevent damage from plant movements.	TPOs 403 and 174
Group	TPO covers northern edge of woodland block, south of residential properties around Canford Drive – as marked TPO074 on Sheet No.48 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (western end of TPO group) to prevent damage from plant movements.	TPO 42
Group	Linear belt of TPO trees located on the eastern side of Ashford Road extending northwards between the Queen Mary Reservoir Intake Channel and Staines Reservoirs Aqueduct – as marked TPO075 on Sheet No.51 of the General Arrangement Plans	Felling works to allow construction of valve unit (northern end of TPO Group). Crown lifting/pruning of overhanging branches (western edge of TPO group) to prevent damage during plant movements past the trees.	TPO001STA 001STAA001
Group	Small group of trees located to the western	Felling works.	TPO040STA 040STAG001

<i>(1)</i> Type of tree	<i>(2)</i> Location	<i>(3)</i> Indicative works to be carried out	<i>(4)</i> TPO reference
	side of Ashford Road between two residential properties (151 The Priory and 165) – as marked TPO076 on Sheet No.51 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches (eastern edge of TPO group) to prevent damage during plant movements past the trees.	
Group	Small group of trees located to the western side of Ashford Road, between a residential property and Greenway Drive – as marked TPO077 on Sheet No.51 of the General Arrangement Plans	Crown lifting/pruning of overhanging branches to prevent damage during plant movements past the trees (eastern edge of TPO group).	TPO040STA 040STAG005
Group –Species: lime, poplar	TPO group covers linear section of trees within wider tree belt adjacent to railway line (northern side), east of Church Road and Ashford Station within the grounds of St James Senior Boys School – as marked TPO078 on Sheet No.52 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (western end of TPO group) to prevent damage from plant movements.	TPO030STA 030STAG003
Group – Species: sycamore, scots pine, yew, elm, holly	TPO covers tree belt along edge of St James Senior Boys School sports field, adjacent to Church Road (eastern side) – as marked TPO079 on Sheet No.52 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (south-east, eastern and northern edges of TPO group) to prevent damage during plant movements.	TPO030STA 030STAG002
Group – Species: lime	Line of individual (avenue) trees running between the edge of the driveway and sports field within St James Senior Boys School – as marked TPO080 on Sheet No.52 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (southern end of TPO group) to prevent damage during plant movements through the tree line.	TPO030STA 030STAG0001

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Location</i>	<i>(3)</i> <i>Indicative works to be carried out</i>	<i>(4)</i> <i>TPO reference</i>
Group – Species: elm, acacia, lime, sycamore, hornbeam, horse chestnut	TPO covers block of trees located at northern end of St James Senior Boys School driveway, running from the tennis courts (to the east) across the northern end of the school buildings – as marked TPO081 on Sheet No.52 of the General Arrangement Plans	Felling works. Crown lifting/pruning of overhanging branches (through central section of TPO group) to prevent damage during plant movements through the trees.	TPO030STA 030STAG008

SCHEDULE 9

Articles 34 and 44

PROTECTIVE PROVISIONS

PART 1

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

Application

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

Interpretation

2. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility 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 undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a)), belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 of the Gas Act 1986(b) for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the undertaker under the Water Industry Act 1991(c); 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 in each case includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

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

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

(a) 1989 c. 29.

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

(c) 1991 c. 56.

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
 - (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
 - (c) a water undertaker within the meaning of the Water Industry Act 1991; and
 - (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,
- for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

On street apparatus

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

Apparatus in stopped up streets

4. Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 13 (temporary ~~stopping up~~ closure, alteration, diversion or restriction of streets and public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such stopped up highway and 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.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of apparatus

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

Removal of apparatus

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

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days’ 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 undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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

effect from the undertaker, as soon as reasonably possible use its best 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 must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 48 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 48, and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraphs (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 utility undertaker in question that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 48 (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 utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

9.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

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

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

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

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 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 apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2).

(2) There must be deducted from any sum payable under subparagraph (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 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, is not determined by arbitration in accordance with article 48 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must 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 is not to 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 is to be treated as if it also had been agreed or had been so determined.

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

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or 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 utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

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

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

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

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

Cooperation

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

13. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility 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 2 FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

Application

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

Interpretation

15. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(a);

“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(b);

(a) 2003 c. 21.

(b) See section 106. Section 106 was amended by section 4(3) to (9) of the Digital Economy Act 2017 (c. 30).

“electronic communications code network” means—

- (a) so much of an electronic communications network or infrastructure 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 (application of the electronic communications code) of the 2003 Act; and
- (b) an electronic communications network which the undertaker is providing or proposing to provide;

“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;

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7(2) of that code; and

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

Electronic communications apparatus installed on, under or over any land

16. The exercise of the powers conferred by article 34 (statutory undertakers) is subject to Part 10 (undertaker’s works affecting electronic communications apparatus) of the electronic communications code.

Compensation

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

- (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 must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

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

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker who, if withholding such consent, has 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 Part of this Schedule must be referred to and settled by arbitration under article 48 (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 (street works in England and Wales) of the 1991 Act; or
- (b) any damages, or any interruptions, caused by electro-magnetic interference arising from the construction or use of the authorised development.

(6) Nothing in this Part of this Schedule affects 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.

PART 3

FOR THE PROTECTION OF RAILWAY INTERESTS

18. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Network Rail and in the case of paragraph 32 any other person on whom rights or obligations are conferred by that paragraph.

19. In this Part—

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

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

“network licence” means the network licence, as amended from time to time, granted to Network Rail by the Secretary of State in exercise of the powers in section 8 of the Railways Act 1993(a);

“Network Rail” means Network Rail Infrastructure Limited (registered company number 2904587) 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(b)) 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—

- (a) any railway belonging to Network Rail;
- (b) any station, land, works, apparatus and equipment belonging to Network Rail ~~and~~ connected with any such railway; and
- (c) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment;

“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.

20.—(1) Where under this Part 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 its 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.

(a) 1993 C. 43.

(b) 2006 c. 40.

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

- (a) article 4 (maintenance of the authorised development);
- (b) article 5 (maintenance of the drainage works);
- (c) article 15 (access to works);
- (d) article 18 (discharge of water);
- (e) article 19 (protective work to buildings);
- (f) article 20 (authority to survey and investigate the land);
- (g) article 21 (compulsory acquisition of land);
- (h) article 23 (compulsory acquisition of rights and restrictive covenants);
- (i) article 25 (private rights over land);
- (j) article 28 (acquisition of subsoil only);
- (k) article 29 (rights under or over streets);
- (l) article 30 (temporary use of land for carrying out the authorised development);
- (m) article 31 (temporary use of land for maintaining the authorised development);
- (n) article 34 (statutory undertakers);
- (o) article 42 (felling or lopping);
- (p) article 43 (trees subject to tree preservation orders).

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, or article 34 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

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

(5) 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 and, if applicable, shall be subject to first obtaining the consent and/or surrender of any leaseholder of the railway property.

(6) This paragraph will cease to have effect if within 56 days of the making of this Order the interests and rights required by the undertaker in respect of any railway property in order to construct and maintain any specified works have not been completed by agreement with Network Rail.

22.—(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 in accordance with paragraph 39 of this Part by arbitration under article 48 (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 ~~the~~such plans have been supplied to Network Rail the engineer has not intimated ~~their~~ disapproval of those plans and the grounds of ~~such~~ disapproval, the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of ~~14~~28 days beginning with the date upon which the engineer receives written notice from the undertaker and if, by the expiry of the further ~~14~~28 days' period specified in the written notice, the engineer has

not intimidated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

~~(3) If by the end of the period of 14 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 (together with any adjoining part of the specified work which the undertaker reasonably requires to be constructed with that work) 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)~~(3) When signifying approval of the plans, the engineer may specify any protective works (whether temporary or permanent) which in the opinion of the engineer must 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 them (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 ~~are to~~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 work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

23.—(1) Any specified work and any protective works to be constructed by virtue of paragraph ~~2122~~(34) 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 ~~2224~~;
- (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 ~~reasonably~~ 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 is caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part 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.

24. 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.

25. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part 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.

26.—(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 12 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 21(1), 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.~~

~~(2)~~(2) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 26(27)(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

~~(3)~~(3) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing the saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

27. 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 21(3) or~~ in constructing any protective works under paragraph 21(22)(34) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, guards and other persons whom it is 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, need 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.

28.—(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 ~~the~~such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph ~~24~~22(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 ~~24~~22(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 paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to paragraph (a).

(5) In any case where it is established that EMI can reasonably be prevented only by modifications to Network Rail’s apparatus, Network Rail must not withhold or delay its consent unreasonably to modifications of Network Rail’s apparatus, but ~~Network Rail may, in its reasonable discretion, select~~ 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 ~~24~~22(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning operations comprised in 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 the 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 the EMI until all measures necessary have been taken to remedy the EMI by way of modification to the source of the 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 the EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail’s apparatus in the investigation of the 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 the 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;

(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 ~~23~~22.

~~(9)~~ To the extent that it would not otherwise do so, the indemnity in paragraph 32(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.

~~(9)~~(10) For the purpose of paragraph ~~26~~27(a) any modifications to Network Rail's apparatus under this paragraph are deemed to be protective works referred to in that sub-paragraph.

~~(10)~~(11) In relation to any dispute arising under this paragraph, the reference in article 48 (arbitration) to the Secretary of State must be read as a reference to the President of the Institution of Engineering and Technology.

29. 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.

30. 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.

31. 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 at least 56 days' prior notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be paid by the undertaker to Network Rail.

32.—(1) The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part (but subject to the provisions of this paragraph and article 47 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail by reason of—

~~(a) pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part (but subject to the provisions of this paragraph and article 47 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail by reason of—~~

~~(i)~~(a) the construction or maintenance of a specified work or the failure of such a work;
or

~~(ii)~~(b) 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~~

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the supervision of the engineer will 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 this sub-paragraph.

~~(2) The fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any~~

~~requirement of the engineer or under the supervision of the engineer does 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 sub-paragraph (1).~~

~~(3)(2)~~ Network Rail must—

- ~~(a) give the undertaker reasonable written notice of any such claims or demands ~~as soon as reasonably possible after Network Rail become aware of any such claims or demands;~~~~
- ~~(b) not ~~admit liability or~~ make any ~~offer to settle or~~ settlement or compromise ~~any of~~ such a claim or demand without the prior consent of the undertaker ~~(which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand); and~~~~
- ~~(c) take all reasonable steps to mitigate any liabilities relating to such claims or demands; and~~
- ~~(d) keep the undertaker informed in relation to the progress of any such claims and demands and pay due regard to the undertaker's reasonable representations in relation to them.~~

~~(4)(3)~~ In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under ~~that~~ sub-paragraph (1) will if relevant include a sum equivalent to the relevant costs, ~~in circumstances where—~~

- ~~(a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and~~
- ~~(b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker,~~

~~but not otherwise.~~

~~(5)(4)~~ Subject to the terms of any agreement between Network Rail and a train operator regarding the ~~amount~~, 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 ~~(34)~~ which relates to the relevant costs of that train operator.

~~(6)(5)~~ The obligation under sub-paragraph ~~(34)~~ to pay Network Rail the relevant costs ~~is will~~, 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 ~~(45)~~.

~~(7)(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 sub-paragraph (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.~~

33. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part (including the amount of the relevant costs mentioned in paragraph 32) 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 (including any claim relating to those relevant costs).

34. In the assessment of any sums payable to Network Rail under this Part, no account must be taken of any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

35. 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 Plans 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.

36. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 of the Railways Act 1993.

37.—(1) 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 8 (consent to transfer 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.

37.38. 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 45 (certification of documents, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in the form to be agreed between the parties of a computer disc with read-only memory.

39. In relation to any dispute arising under this Part of this Schedule (except for those disputes referred to in paragraph 28(11) of this Part), unless otherwise provide for, must 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) to the President of the Institution of Civil Engineers.

PART 4

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

40. The following provisions of this Part of this Schedule apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

41. In this part of this Schedule—

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” must be construed accordingly;

“Cove Brook Flood Storage Area” means trenchless crossing TC014a as shown on sheet 34 of the General Arrangement Plans;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“the fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” means all watercourses shown as such on the statutory main river maps held by the Agency and the Department for Environment Food and Rural Affairs including any structure or appliance for controlling or regulating the flow of water in or out of the channel;

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

“specified work” means the conduct of any construction or maintenance activity authorised by this Order as is in, on, under, over or within 8 metres of a main river or the Cove Brook Flood Storage Area and 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 other surface waters or ground water;

(c) cause obstruction to the free passage of fish or damage to any fishery;

(d) affect the conservation, distribution or use of water resources; or

(e) affect the conservation value of the main river and habitats in its immediate vicinity;

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, river basins, sewers and passages through which water flows except a public sewer.

42.—(1) Before beginning to construct any specified work the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 51.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed and the Agency will provide regular updates on its consideration of the requested approval and including timely notice of any potential refusal or delay to its determination;

(b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval in which case the Agency must provide a statement of the grounds of refusal or delay as soon as possible after such deemed refusal; and

(c) may be given subject to such reasonable requirements as the Agency may have (taking account of the terms of this Order) and which are for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

43. Without limiting paragraph 42 and subject to paragraph 44, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or 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 (taking account of the terms of this Order)—

(a) to safeguard any drainage work against damage; 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.

44.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 43, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency will be entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency 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 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work.

(4) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule or, as the case may be, the standard rules, the Agency 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 Agency 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 Agency reasonably requires.

(5) Subject to sub-paragraph (6), if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any expenditure reasonably incurred by the Agency in so doing will be 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 Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 51.

45.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works ensure that any drainage work which is situated within the limits of deviation and on land held or occupied 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, is maintained in good repair and condition and free from obstruction, for the duration of the conduct of the specified works.

(2) If any such drainage work which the undertaker is liable to maintain, by virtue of sub-paragraph (1) above, is not maintained to the reasonable satisfaction of the Agency, the Agency 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 Agency 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 Agency reasonably requires.

(3) Subject to sub-paragraph (5) and paragraph 49, 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 requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any expenditure incurred by the Agency in so doing will be recoverable from the Applicant.

(4) If there is any failure by the Applicant to obtain consent or comply with conditions imposed by the Agency in accordance with these Protective Provisions the Agency may serve written notice requiring the Applicant to cease all or part of the specified works and the Applicant must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 51.

(6) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed 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 provided that any obstruction is removed as soon as reasonably practicable.

46. Subject to paragraph 49, 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 Applicant to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure reasonably incurred by the Agency in so doing from the undertaker.

47. If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the Applicant must provide such alternative means of access (having regard to the terms of this Order and the nature of the undertaker's interest in land) that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the Applicant becoming aware of such obstruction.

48.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the Applicant requiring it to take such steps as may be reasonably practicable (taking account of the terms of this Order) to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) If within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the Applicant fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure reasonably incurred by the Agency in so doing will be recoverable from the Applicant.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the Applicant any expenditure reasonably incurred in so doing provided that notice specifying those steps is served on the Applicant as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

49. The undertaker must repay to the Agency all reasonable costs, charges and expenses which the Agency may reasonably incur—

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

50.—(1) The undertaker must make reasonable compensation for costs and losses which may be reasonably incurred or suffered by the Agency by reason of—

- (a) the construction of any specified works comprised within the works authorised by this Order; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction of the specified works.

(2) For the avoidance of doubt, in sub-paragraph (1)—

“costs” includes—

(a) expenses and charges;

(b) staff costs and overheads;

(c) legal costs;

“losses” includes physical damage.

(3) The undertaker must make reasonable compensation for liabilities, claims and demands arising out of or in connection with the specified works comprised within the works authorised by this Order or otherwise out of the matters referred to in sub-paragraph (1)(a) and (b).

(4) For the avoidance of doubt, in sub-paragraph (3)—

“claims” and “demands” include as applicable—

(a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand;

(b) any interest element of sums claimed or demanded;

“liabilities” includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty; and

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The Agency must give to the undertaker reasonable notice of any such claim or demand.

(6) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(7) The Agency must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(8) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(9) The Agency must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(10) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, will not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

51. Any dispute arising between the undertaker and the Agency under this part of this Schedule must, if the parties agree, be determined by arbitration under article 48 (arbitration).

PART 5

FOR THE PROTECTION OF THE DRAINAGE AUTHORITY

52. The following provisions of this Part of this Schedule apply for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

53. In this part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and “construct” and “constructed” must be construed accordingly;

“drainage authority” means the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991(a);

“drainage work” means any ordinary 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 subject to such changes as notified to the undertaker;

“ordinary watercourse” has the meaning given by section 72 of the Land Drainage Act 1991;

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

“specified work” means the conduct of any construction or maintenance activity authorised by this Order as is in, on, under, over or within 8 metres of a drainage work and is otherwise likely to affect the flow, purity or quality of water in any watercourse or other surface waters or ground water.

54.—(1) Before commencing construction of a 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 request.

(2) A 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 61.

(3) 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 2 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; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

55.Without limiting paragraph 54, 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 work (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 (taking account of the terms of this Order)—

(a) to safeguard any drainage work against damage by reason of any specified work; or

(b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work.

56.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 55, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; 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.

(a) 1991 c.59.

(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 7 days after the date of completion.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(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, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part 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 agreed, 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 on the undertaker, the undertaker 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 an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 61.

57.—(1) Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of the specified work 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 work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any 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 the 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 specified work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) 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 in accordance with paragraph 61.

(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 proscribed 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 provided that any obstruction is removed as soon as reasonably practicable.

58. If by reason of the construction of a 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, the impairment or damage must be made good by the undertaker as soon as reasonably practicable 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.

59. The undertaker must repay to the drainage authority all reasonable costs, charges and expenses which the drainage authority may reasonably incur—

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

60.—(1) The undertaker must make reasonable compensation for liabilities, costs and losses which may be reasonably incurred or suffered by the drainage authority by reason of—

- (a) the construction of any specified works comprised within the works authorised by this Order; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction of the authorised works.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand.

(3) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(4) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) The drainage authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(6) The drainage authority will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) 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 this Part of this Schedule.

61. Any dispute arising between the undertaker and the drainage authority under this Part must be determined by arbitration under article 48 (arbitration).

PART 6
FOR THE PROTECTION OF HIGHWAYS ENGLAND

Application

62. The provisions of this Part of this Schedule apply for the protection of Highways England and have effect unless otherwise agreed in writing between the undertaker and Highways England.

Interpretation

63.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Part of this Schedule—

“as built information” means one digital copy of the following information—

- (a) as constructed drawings in both PDF and Auto CAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;
- (b) list of suppliers and materials used and test results and (where in the opinion of Highways England, following due diligence and assessment while acting reasonably, the carrying out of a specified work may have a materially adverse effect on any part of the highways drainage system maintained by Highways England) CCTV surveys;
- (c) product data sheets and technical specifications for all materials used;
- (d) as constructed information for any utilities discovered or moved during the works;
- (e) method statements for the works carried out;
- (f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;
- (g) organisation and methods manuals for all products used;
- (h) as constructed programme;
- (i) test results and records as required by the detailed design information and during construction phase of the project;
- (j) the health and safety file; and
- (k) other such information as is required by Highways England to be used to update all relevant databases and to ensure compliance with Highways England’s Asset Data Management Manual as is in operation at the relevant time,

provided that the items referred to in paragraphs (c) and (g) will only be required to be submitted if the relevant specified work would require any of the works of a description referred to in article 17(1)(a) to (e) of this Order are to be carried out in relation to any highway for which Highways England is the highways authority.

“condition survey” means a survey of the condition of Highways England structures, assets (including, but not limited to, drainage and cabling) and pavements within the Order limits that in the reasonable opinion of Highways England may be affected by a specified work. A CCTV survey of specified drains will only form part of a condition survey where the undertaker, following due diligence and assessment, identifies a specified part of the highways drainage system maintained by Highways England that Highways England reasonably considers may be materially and adversely affected by a specified work;

“contractor” means any contractor or sub-contractor appointed by the undertaker to carry out a specified work;

“the DBFO contract” means the contract between Highways England and the highway operations and maintenance contractor for the maintenance and operation of parts of the trunk road network (including the M3, M25 and A30) which are within the Order limits or any successor or replacement contract that may be current at the relevant time;

“detailed design information” means drawings specifications and calculations as appropriate for the following—

- (a) regime of California Bearing Ratio testing;
- (b) earthworks including supporting geotechnical assessments required by CD622 (Managing geotechnical risk) of the DMRB or any successor document and any required strengthened earthworks appraisal form certification;
- (c) proposed departures from DMRB standards;
- (d) utilities diversions;
- (e) topographical survey;
- (f) health and safety information including any asbestos survey required by GD05/16 (asbestos management in trunk road assets) or any successor document; and
- (g) other such information that may be reasonably required by Highways England to inform the detailed design of a specified work.

“DMRB” means the Design Manual for Roads and Bridges or any replacement, revision or modification of it;

“the highway operations and maintenance contractor” means the contractor appointed by Highways England under the DBFO contract;

“highways structure” means structures or installations within the scope of the DMRB and that are situated under, over or adjacent to a motorway or other trunk road;

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of a specified work as notified to Highways England from time to time;

“programme of works” means a document setting out the sequence and timetabling of a specified work;

“specified work” means so much of any work authorised by this Order, including any maintenance of that work, as is in or under the trunk road network for which Highways England is the highway authority; and

“trunk road network” for these protective provisions means—

- (a) the crossing under the M3 between junctions 1 and 2 and to the west of Littleton Lane, Ashford as show in the indicative location on the Works Plans Sheet No. 43 (dated June 2019);
- (b) the crossing under the M25 between junctions 11 and 12 and just south of the A320 as shown in the indicative location on the Works Plans Sheet No. 47 (dated June 2019); and
- (c) the crossing under the A30 is to the east of Staines reservoir and Long Lane as show in the indicative location on the Works Plans Sheet No. 53 (dated June 2019).

General

64.—(1) The undertaker acknowledges that parts of the works authorised by this Order affect or may affect parts of the trunk road network in respect of which Highways England have appointed the highway operations and maintenance contractor.

(2) Notwithstanding the limits of deviation permitted pursuant to article 6(1) of this Order and the exception to the limits of deviation set out in article 6(2) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out under the trunk road network at a distance within 4 metres of the lowest point of the ground.

(3) Notwithstanding the powers granted to the undertaker pursuant to this Order, if the carrying out of any specified work would require any of the works listed in article 17(1)(a) to (e) of this

Order to be carried out in relation to any highway for which Highways England is the highways authority, the undertaker must enter into an agreement with Highways England prior to the commencement of any such work.

Prior approvals

65.—(1) No specified work may commence until—

- (a) the programme of works has been approved by Highways England, such approval not to be unreasonably withheld or delayed;
- (b) the following details relating to the specified work have been submitted to and approved by Highways England, such approval not to be unreasonably withheld or delayed—
 - (i) the detailed design information;
 - (ii) details of any proposed road space bookings with Highways England;
 - (iii) (if details have been supplied pursuant to sub-paragraph (ii)) a scheme of traffic management; and
 - (iv) the identity of the contractor and nominated persons.
- (c) (if the carrying out of a specified work requires the booking of any road space with Highways England) a scheme of traffic management and a process for stakeholder liaison has been submitted by the undertaker and approved by Highways England, such scheme to be capable of amendment by agreement between the undertaker and Highways England from time to time;
- (d) any stakeholder liaison that may be required has taken place in accordance with the process for such liaison agreed between the undertaker and Highways England under paragraph (c);
- (e) any further information that Highways England may reasonably request within 14 days of the submission of the detailed design of a specified work has been supplied to Highways England; and
- (f) a condition survey and a reasonable regime of monitoring the structures, assets and pavements that were surveyed under the condition survey has been submitted to and approved, acting reasonably, by Highways England.

(2) Highways England must provide the undertaker with a list, which is to be agreed between the parties acting reasonably, of all the structures, assets and pavements to be subject to both a condition survey and reasonable regime of monitoring pursuant to sub-paragraph (1)(f) and paragraph 68(1) of this Part before the first condition survey is conducted and the reasonable regime of monitoring is implemented.

(3) Highways England must prior to the commencement of a specified work inform the undertaker of the identity of the person who will act as a point of contact on behalf of Highways England to consider the information required under sub-paragraph (1) and of the identity of the person or persons who are authorised to give consent or approval on behalf of Highways England for any matter requiring approval or consent in these provisions.

(4) Any approval of Highways England required by this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) in the case of a refusal must be accompanied by a statement of grounds for refusal;
- (c) is deemed to have been refused if it is neither given or refused within 56 days of the submission of the relevant information (if further information is requested by Highways England any such request must be submitted to the undertaker within 28 days of submission of the relevant information under this sub-paragraph (c) and the provision of such further information by the undertaker will not be deemed to constitute a new application for approval pursuant to this paragraph); and
- (d) may be given subject to any reasonable conditions as Highways England considers necessary.

(5) If the undertaker requires entry onto land which forms part of the trunk road network to exercise the powers over that land set out in article 20 (authority to survey and investigate the land) of this Order, the undertaker must supply details of any proposed road space bookings (in accordance with Highways England's Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy) and submit to Highways England and obtain the approval of Highways England of a scheme of traffic management prior to the exercise of the power.

Construction of the specified work

66.—(1) The undertaker must, prior to commencement of a specified work, give to Highways England 28 days' notice in writing of the date on which the specified work will start unless otherwise agreed by Highways England.

(2) If the carrying out of any part of the authorised development requires the booking of road space with Highways England, the undertaker must comply with Highways England's usual road space booking procedures prior to and during the carrying out of the specified work and no specified work for which a road space booking with Highways England is required must commence without a road space booking having first been secured from Highways England.

(3) Any specified work must be carried out to the reasonable satisfaction of Highways England (acting reasonably) in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 65(1)(a) or as subsequently varied by agreement between the undertaker and Highways England;

(b) where relevant, the DMRB, the Specification for Highway Works (contained within the Manual of Contract Documents for Highway Works) together with all other relevant standards as required by Highways England to include, without limitation, all relevant interim advice notes and any amendment to or replacement thereof for the time being in force save to the extent that any departures or exceptions from those standards apply which have been approved by Highways England; and

(c) any conditions of Highways England notified by Highways England to the undertaker pursuant to paragraph 65(4)(d) of this Part.

(4) The undertaker must ensure that (where possible) without entering the highway—

(a) the highway is kept free from mud, soil and litter as a result of the carrying out of a specified work; and

(b) the specified work is carried out without disturbance to the highway and so that the highway remains open for traffic at all times unless otherwise agreed with Highways England.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by Highways England (whose identity must have been previously notified to the undertaker by Highways England) to gain access to a specified work for the purposes of inspection and supervision of a specified work or method of construction of such work.

(6) If any specified work is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, any highway structure or asset or any other land of Highways England,

Highways England 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 put right any damage notified to the undertaker under this Part of this Schedule.

(7) If within 56 days of the date on which a notice under sub-paragraph (6) is served on the undertaker, the undertaker has failed to take steps to comply with the notice, Highways England may carry out the steps required of the undertaker and may recover from the undertaker any expenditure reasonably incurred by Highways England in so doing, such sum to be payable within 30 days of demand. Where the steps required to be taken pursuant to any notice require the

submission of any information for the prior approval of Highways England under paragraph 65 of this Part, the submission of that information will evidence that the undertaker has taken steps to comply with a notice served by Highways England under sub-paragraph (6).

(8) Highways England may, at its discretion, in its notice in writing to the undertaker given pursuant to sub-paragraph (6) state that Highways England intend to put right the damage notified to the undertaker, and if it intends to do so it must give the undertaker not less than 28 days' notice of its intention to do so and Highways England may recover from the undertaker any reasonable expenditure incurred by Highways England in so doing.

(9) Nothing in this Part of this Schedule prevents Highways England from, in the event of an emergency or to prevent the occurrence of danger to the public, carrying out any work or taking any such action as it reasonably believes to be necessary as a result or in connection with of the carrying out of the authorised works without prior notice to the undertaker and Highways England may recover from the undertaker any reasonable expenditure incurred by Highways England in so doing.

Payments

67.—(1) The undertaker must pay to Highways England a sum equal to the whole of any costs and expenses which Highways England incurs (including costs and expenses for using internal or external staff) in relation to any specified work including—

- (a) the checking and approval of the information required under paragraph 65(1);
- (b) the supervision of a specified work;
- (c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any specified work, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case Highways England will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor;
- (d) reasonable legal and administrative costs, reasonably and properly incurred, in relation to sub-paragraphs (a), (b) and (c); and
- (e) any value added tax which is payable by Highways England only in respect of such costs and expenses arising under this paragraph 67(1) and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising “the HE costs”.

(2) The undertaker must pay to Highways England upon demand and prior to such costs being incurred the total costs that Highways England believe will be properly and necessarily incurred by Highways England in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing any specified work or that are incurred in connection with a specified work.

(3) Highways England must provide the undertaker with a fully itemised invoice showing its estimate of the HE costs prior to the commencement of a specified work and the undertaker must pay to Highways England the estimate of the HE costs prior to commencing a specified work and in any event prior to Highways England incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, Highways England reasonably believes that the HE costs will exceed the estimated HE costs in respect of a specified work it may give notice to the undertaker of the amount that it believes the HE costs will exceed the estimate of the HE costs (excess) and the undertaker must pay to Highways England within 28 days of the date of the notice a sum equal to the excess.

(5) Highways England must give the undertaker a final account of the costs, as a fully itemised invoice, referred to in sub-paragraph (1) within 30 days of the undertaker notifying to Highways England that a specified work has been completed.

(6) Within 30 days of the issue of the final account—

- (a) if the final account shows a further sum as due to Highways England the undertaker must pay to Highways England the sum shown due to it; and
- (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by Highways England, Highways England must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 1 per cent above the rate payable in respect of compensation under section 32 of the 1961 Act for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Completion of a specified work

68.—(1) Within 56 days of the completion of a specified work, the undertaker must arrange for the highway structures, assets and pavements that were the subject of the condition survey carried out in respect of the specified work to be re-surveyed and must submit the re-survey to Highways England for its approval.

(2) If the re-survey carried out pursuant to sub-paragraph (1) indicates that any damage has been caused to any highways structure or pavement, the undertaker must submit a scheme for remedial works in writing to Highways England for its approval in writing, which must not be unreasonably withheld or delayed, and must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, Highways England may carry out the steps required of the undertaker and may recover from the undertaker any expenditure reasonably incurred by Highways England in so doing, such sum to be payable within 30 days of demand.

(4) Highways England may, at its discretion, at the same time as giving its approval to the condition survey, give notice in writing to the undertaker stating that Highways England will remedy the damage identified by the condition survey and Highways England may recover from the undertaker any reasonable expenditure incurred by Highways England in so doing.

(5) Within 10 weeks of the completion of a specified work, the undertaker must submit to Highways England the as built information, both in hard copy and electronic form.

(6) The undertaker must make available to Highways England upon reasonable request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

Indemnification

69.—(1) The undertaker must indemnify Highways England from and against all costs, expenses, damages, losses and liabilities suffered by Highways England arising from or in connection with any claim, demand, action or proceedings resulting from—

- (a) the construction or maintenance of a specified work; and
- (b) the placing or presence in or under the highways of the pipeline being constructed as part of the authorised development,

provided that Highways England notifies the undertaker upon receipt of any claim and following the acceptance of any claim notifies the quantum of the claim to the undertaker in writing.

(2) Within 30 days of the receipt of the notification referred to in sub-paragraph (1) the undertaker must pay to Highways England the amount specified as the quantum of such claim.

(3) Sub-paragraphs (1) and (2) do not apply if the costs, expenses, liabilities and damages were caused by or arose out of the neglect or default of Highways England or its officers, servants agents or contractors or any person or body for whom it is responsible.

Expert determination

70.—(1) Article 48 (arbitration) of this Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The expert must—

- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;
- (b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;
- (c) issue a decision within 42 days of receipt of the submissions under sub-paragraph (b); and
- (d) give reasons for the decision.

(5) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 48 (arbitration).

(6) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 7

FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY AND GAS UNDERTAKER

Application

71.—(1) For the protection of the statutory undertakers referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned, have effect.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the promoter and National Grid, where the benefit of this Order is transferred or granted to another person under article 8 (consent to transfer benefit of Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid before or within 15 days of the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but see paragraph 81(3)(b)).

Interpretation

72. In this Part of this Schedule—

“acceptable insurance” means a third party liability insurance(s) effected and maintained by the undertaker and/or its contractors to a cumulative level of not less than £25,000,000 (twenty five million pounds) per occurrence or series of occurrences arising out of one event. Such insurance(s) must be maintained for the construction period of the authorised works which

constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters such policy must include (but without limitation)—

(a) the statutory undertaker as a Co-Insured;

(b) a cross liabilities clause; and

(c) contractors' pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with a cumulative cover of £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;

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

“apparatus” means electric lines or electrical plant as defined in section 64 of the Electricity Act 1989, within the work limits, belonging to or maintained by the statutory undertaker together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of the statutory undertaker concerned for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use, maintenance and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2(1) of this Order save that for the purposes of paragraphs 79 and 81 of this Part of this Schedule it will include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment and commencement will be construed to have the same meaning;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by the statutory undertaker (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for the statutory undertaker’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“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” includes 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 properly and sufficiently to describe and assess the works to be executed;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 77(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 77(2) or otherwise; and/or

(c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (the statutory undertaker'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/SSW/22";

"statutory undertaker" means National Grid Electricity Transmission plc as a licence holder within the meaning of Part 1 of the Electricity Act 1989; and

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

On Street Apparatus

73. Save in respect of paragraph 74 (apparatus in stopped up streets), 79 (retained apparatus: protection), 80 (expenses) and 81 (indemnity) this part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of undertakers in stopped up streets

74. Regardless of the temporary stopping up or diversion of any highway under the powers of article 13 (temporary closure, alteration, diversion or restriction of streets and public rights of way), the statutory undertaker is 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 is 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.

Protective works to buildings

75. The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of the statutory undertaker (such consent not to be unreasonably withheld or delayed).

Acquisition of land

76.—(1) 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 must not acquire any land interest or apparatus or extinguish any easement and/or other interest of the statutory undertaker otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) The undertaker and the statutory undertaker agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the statutory undertaker and/or other enactments relied upon by the statutory undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(3) Any agreement or consent granted by the statutory undertaker under paragraph 79 (retained apparatus: protection) or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

77.—(1) If, in the exercise of the powers conferred by this Order or under an agreement reached in accordance with paragraph 76 (acquisition of land) or in any other authorised manner, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed or requires that the statutory undertaker's apparatus is relocated or diverted, that apparatus

must not be removed under this Part of this Schedule and any right of the statutory undertaker to maintain that apparatus in that land must 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 must give to the statutory undertaker 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 case (or if in consequence of the exercise of any of the powers conferred by this Order the statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to its reasonable satisfaction (taking into account paragraph 78(1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by 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 or land secured by the undertaker within the order limits, 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 must, 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 will only extend to the requirement for the statutory undertaker to use its compulsory purchase powers if it elects to so do.

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

(5) The statutory undertaker must, 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.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under sub-paragraph (1) 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 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 will be referred to arbitration in accordance with paragraph 85 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to the statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: Protection: National Grid Electricity Transmission plc

79.—(1) Not less than 56 days before the commencement of any authorised works that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 77(2) or otherwise, the undertaker must submit to the statutory undertaker a plan of the works to be executed and seek from the statutory undertaker 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 15 metres measured in any direction of 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) must include a method statement and describe—

- (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;
- (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;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(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 under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

- (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 overhead line construction traffic.

(4) The undertaker must not commence any works to which sub-paragraphs (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-paragraphs (2) or (3)—

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

(6) In relation to any work to which sub-paragraphs (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 apparatus against interference or risk of damage or for the purpose of providing or securing proper and no less convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or 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-paragraphs (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 will be entitled to watch and inspect the execution of those works.

(8) Where the statutory undertaker reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertaker's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required.

(9) If the statutory undertaker in accordance with sub-paragraphs (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 71 to 73 and 76 to 78 apply as if the removal of the apparatus had been required by the undertaker under paragraph 77(2).

(10) Nothing in this paragraph precludes 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 the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The undertaker is not 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 must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (12) at all times.

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

(13) Not less than 56 days before the commencement of any specified works the undertaker must submit to the statutory undertaker a ground monitoring scheme in respect of those works, and as soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that the statutory undertaker retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 81 (indemnity).

Expenses

80.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand following submission of a claim in writing from the statutory undertaker all charges, costs and expenses reasonably anticipated or incurred by the 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 or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by the statutory undertaker in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by the statutory undertaker as a consequence of the statutory undertaker—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 77(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting the statutory undertaker;

- (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; and
- (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 Part of this Schedule.

(2) There must 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 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, is not determined by arbitration in accordance with paragraph 85 (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 by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will 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 will 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 will 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 undertaker in respect of works by virtue of sub-paragraph (1) will, 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.

Indemnity

81.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works 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 Part of 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 the authorised works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or

the statutory undertaker becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and
- (b) indemnify the statutory undertaker for any other properly incurred expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably 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 other than arising from any default of the statutory undertaker.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or wilful act or default of the statutory undertaker, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by the statutory undertaker as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 8 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 81.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise is, unless payment is required in connection with a statutory compensation scheme, to be made without first consulting the undertaker and considering their representations.

(5) The statutory undertaker must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) The statutory undertaker must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within the statutory undertaker’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of the statutory undertaker’s control and if reasonably requested to do so by the undertaker, the statutory undertaker must provide an explanation of how the claim has been minimised, where relevant.

(7) Save where the undertaker is Esso Petroleum Company Limited, or a group company of sufficient covenant strength to self-insure, the undertaker must not commence construction (and must not permit the commencement of such construction) of the authorised works on any land owned by the statutory undertaker or in respect of which the statutory undertaker has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres in any direction of the statutory undertaker’s apparatus unless and until the statutory undertaker is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker that it will maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and the statutory undertaker has confirmed the same in writing to the undertaker (such confirmation not to be unreasonably withheld or delayed).

Enactments and agreements

82. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between the statutory undertaker and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and the 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.

Co-operation

83.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or an undertaker requires the removal of apparatus under paragraph 77(2) or (3) or an undertaker makes requirements for modifications to the undertaker's works or for the protection or alteration of apparatus under paragraph 79 (retained apparatus: protection) or the statutory undertaker is required to access its apparatus in temporarily stopped up streets under paragraph 74, the undertaker must use its best endeavours to co-ordinate the execution of the works—

- (a) in the interests of safety;
- (b) taking into account the efficient and economic execution of the authorised development; and
- (c) taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking,

and the statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever the undertakers or statutory undertaker's consent, agreement, approval or expression of satisfaction is required in relation to plans, documents or other information submitted by the undertaker or statutory undertaker or the taking of action by the undertaker or statutory undertaker, it must not be unreasonably withheld or delayed.

Access

84. If in consequence of the agreement reached in accordance with paragraph 76(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must 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.

Arbitration

85. Save for differences or disputes arising under paragraph 79 (retained apparatus: protection) any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 48 (arbitration).

Notices

86. The plans submitted to the statutory undertaker by the undertaker pursuant to paragraph 79(1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as the statutory undertaker may from time to time appoint instead for that purpose and notify to the undertaker.

PART 8
FOR THE PROTECTION OF SOUTHERN ELECTRIC POWER DISTRIBUTION
PLC AS ELECTRICITY UNDERTAKER

Application

87. For the protection of SSE the following provisions will, unless otherwise agreed in writing between the undertaker and SSE, have effect.

Interpretation

88. In this Part of this Schedule—

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

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, substations, cables or other apparatus belonging to or maintained by SSE for the purposes of electricity distribution together with any alternative apparatus, replacement apparatus and/or such other apparatus constructed pursuant to the Order that becomes operational apparatus of SSE for the purposes of distribution and/or supply of electricity and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2(1) (interpretation) of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement include low risk works.

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are reasonably necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by SSE (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for SSE’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“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;

“low risk works” means intrusive remediation works, intrusive environmental (including archaeological) surveys and investigations, intrusive site and soil survey, erection of fencing to site boundaries, the diversion or laying of services or intrusive environmental mitigation measures;

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SSE including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable 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 properly and sufficiently to describe and assess the works to be executed;

“rights” includes rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

“SSE” means Southern Electric Power Distribution plc (company number 04094290 whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH) or its successors in title or successor bodies and/or any successor as an electricity distribution licence holder pursuant to the Electricity Act 1989;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 5 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 93(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 93(2) or otherwise;

“undertaker” means the undertaker as defined in article 2 (interpretation) of this Order.

On Street Apparatus

89.—(1) Except for paragraphs 90 (apparatus in stopped up streets), 93 (removal of apparatus) in so far as sub-paragraph 3(2) applies, 94 (facilities and rights for alternative apparatus) in so far as sub-paragraph (2) below applies, 95 (retained apparatus: protection), 96 (retained apparatus: protection – overhead lines), 97 (expenses) and 98 (indemnity), of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of SSE, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SSE are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 93 (removal of apparatus) and 94 (facilities and rights for alternative apparatus) will apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

Apparatus of SSE in stopped up streets

90. Regardless of the temporary stopping up or diversion of any highway under the powers of article 13 (temporary closure, alteration, diversion or restriction of streets and public rights of way), SSE will 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 is 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.

Protective works to buildings

91.—(1) The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of SSE and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of SSE or any interruption in the distribution of electricity by SSE, as the case may be, is caused, the undertaker must bear and pay

on demand the cost reasonably incurred by SSE in making good such damage or restoring the supply; and, subject to sub-paragraph (2), must—

- (a) pay compensation to SSE for any loss sustained by it by reason or in consequence of any such damage or interruption; and
- (b) indemnify SSE against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by SSE, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of SSE or its contractors or workmen.

(3) SSE will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof is to be made by SSE, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

92.—(1) 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 must not appropriate or acquire any land interest or appropriate, acquire, or extinguish, interfere with or override any easement, other interest or right and/or apparatus of SSE otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between SSE and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SSE and/or affects the provisions of any enactment or agreement regulating the relations between SSE and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SSE reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between SSE and the undertaker acting reasonably and which must be no less favourable on the whole to SSE unless otherwise agreed by SSE.

(3) The undertaker and SSE agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SSE and/or other enactments relied upon by SSE as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

(4) Any agreement or consent granted by SSE under paragraph 95, 96 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ in any land of the undertaker, the undertaker must accept a surrender of any existing easement and/or other interest of SSE in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release SSE from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any SSE right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 93 do not apply, the undertaker must—

- (a) retain any notice of SSE's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and
- (b) (where no such notice of SSE's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at

the Land Registry) a notice of SSE's easement, right or other interest in relation to such acquired land; and

- (c) provide up to date official entry copies to SSE within 20 working days of receipt of such up to date official entry copies.

Removal of apparatus

93.—(1) If, in the exercise of the powers conferred by this Order or under an agreement reached in accordance with paragraph 92 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed or requires that SSE's apparatus is relocated or diverted, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SSE to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SSE and in accordance with sub-paragraphs (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 must give to SSE advance 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 SSE reasonably needs to move or remove any of its apparatus) the undertaker must afford to SSE to its reasonable satisfaction (taking into account paragraph 94(1)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus);
(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus); and
(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus).

(3) If 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, SSE must, 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 assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will only extend to the requirement for SSE to use its compulsory purchase powers if SSE in its absolute discretion elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SSE and the undertaker or in default of agreement settled by arbitration in accordance with paragraph 102 (arbitration) of this Part of this Schedule.

(5) SSE must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SSE of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to SSE to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

94.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SSE facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be

agreed between the undertaker and SSE and must be no less favourable on the whole to SSE than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SSE.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SSE under sub-paragraph (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 materially less favourable on the whole to SSE than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in SSE's reasonable opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 102 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SSE as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of SSE

95.—(1) Not less than 14 days before beginning any low risk works (which in each case does not take place more than 300mm below the surface of the ground, and in respect of the diversion or laying of services, excluding apparatus) the undertaker must submit to SSE a plan identifying the nature of the works and the planned interaction with apparatus and the undertaker will undertake those works in accordance with the requirements of HSE's guidance notes: "HS G47 – Avoiding Danger from underground services" and "GS6 Avoiding danger from overhead power lines".

(2) Save where sub-paragraph (1) applies, not less than 56 days before the commencement of any specified works the undertaker must submit to SSE a plan and, if reasonably required by SSE, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to SSE under sub-paragraph (2) must include a method statement and describe—

- (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) any intended maintenance regimes.

(4) The undertaker must not commence any works to which sub-paragraphs (2) and (3) apply until SSE has given written approval of the plan so submitted.

(5) Any approval of SSE required under sub-paragraph (4)—

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

(6) In relation to any work to which sub-paragraphs (2) and/or (3) apply, SSE may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and no less convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (2) and (3) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and SSE and in accordance with all conditions imposed under sub-paragraph (5)(a), and SSE will be entitled to watch and inspect the execution of those works.

(8) Where SSE reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any

measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to SSE's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required.

(9) Any requirements made by SSE under sub-paragraph (8) must be made within a period of 42 days beginning with the date on which a plan under sub-paragraph (2) is submitted to it.

(10) If SSE, 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 87 to 89 and 92 to 94 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 93(2).

(11) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 14 days (in respect of low risk works) or otherwise 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(12) The undertaker is not required to comply with sub-paragraph (2) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to SSE notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (5)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (13) at all times.

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that SSE retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 97.

Retained apparatus: protection of SSE as Electricity Undertaker – Overhead Lines

96.—(1) Not less than 56 days before the commencement of any specified work that does not require the removal of apparatus under paragraph 93 (removal of apparatus) the undertaker must submit to SSE a plan and seek from SSE details of the underground extent of their electricity tower foundations.

(2) The plan to be submitted under sub-paragraph (1) must show—

(a) the exact position of the specified work;

(b) the level at which the specified work is proposed to be constructed or renewed;

(c) the manner of the construction or renewal of the specified work including details of excavation and positioning of plant;

(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) details of any ground monitoring scheme if required.

(3) In relation to any works which will or may be situated on, over, under or within 15 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must include a method statement which must in addition to the matters set out in sub-paragraph (2)—

(a) describe details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstrate that pylon foundations will not be affected prior to, during and post construction;

(c) describe details of load bearing capacities of trenches;

(d) describe details of cable installation methodology including access arrangements, jointing bays and backfill methodology;

- (e) provide a written management plan for high voltage hazard during construction and on-going maintenance of the cable route;
- (f) provide written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assess earth rise potential if reasonably required by SSE's engineers; and
- (h) provide evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works requiring the submission of a plan under sub-paragraph (1) until SSE has given written approval of the plan so submitted.

(5) Any approval of SSE required under sub-paragraph (4)—

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

(6) In relation to a work requiring the submission of a plan under sub-paragraph (1), SSE may require such modifications to be made to the plan 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 no less convenient means of access to any apparatus.

(7) Works requiring the submission of a plan under sub-paragraph (1) must be executed only in accordance with the plan, as amended from time to time by agreement between the undertaker and SSE and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5), (6), (8) or (9) by SSE for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and SSE is to be entitled to watch and inspect the execution of those works.

(8) Where SSE reasonably requires any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to SSE's reasonable satisfaction prior to the commencement of works requiring the submission of a plan under sub-paragraph (1).

(9) If SSE 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 90 and 91 and 93 to 95 apply as if the removal of the apparatus had been required by the undertaker under paragraph 93(2).

(10) Nothing in this paragraph precludes 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 apply to and in respect of the new plan.

(11) The undertaker is not 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 must give to SSE notice as soon as is reasonably practicable a plan of those works and must—

- (a) comply with conditions imposed under sub-paragraph (5)(a) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(12) As soon as reasonably practicable after any ground subsidence event, the undertaker must implement an appropriate ground mitigation scheme.

Expenses

97.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SSE on demand, following receipt of an invoiced demand (including where necessary anticipated disbursements) all charges, costs and expenses reasonably anticipated or incurred by SSE in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights or the construction of any new or alternative apparatus which may be required

in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by SSE in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including reasonable professional fees) incurred by SSE as a consequence of SSE;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 93(3) if it elects to do so; and/or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SSE;
- (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
- (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 Part of this Schedule;
- (g) any watching brief pursuant to paragraph 95(7) or paragraph 96(7).

(2) There must 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 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, is not determined by arbitration in accordance with article 48 (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 SSE by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will 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 will 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 will 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 SSE in respect of works by virtue of sub-paragraph (1) will, 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 SSE

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.

Indemnity

98.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works 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 Part of 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 the authorised works) or property of SSE, or there is any interruption in any service provided, or in the supply of any goods, by SSE, or SSE becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost properly incurred by SSE in making good such damage or restoring the supply; and
- (b) indemnify SSE for any other properly incurred expenses, loss, demands, proceedings, damages, claims, penalty (but not criminal penalties, unless such criminal penalties are directly attributable to the undertaker or any person authorised or employed by him) or costs properly incurred by or recovered from SSE, by reason or in consequence of any such damage or interruption or SSE becoming liable to any third party as aforesaid other than arising from any default of SSE.

(2) The fact that any act or thing may have been done by SSE on behalf of the undertaker or in accordance with a plan approved by SSE or in accordance with any requirement of SSE or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless SSE fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or wilful act or default of SSE, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by SSE as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 8 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph.

(4) SSE must give the undertaker reasonable notice of any such third party claim or demand.

(5) No settlement, or compromise or admission which might be prejudicial must, unless payment is required in connection with a statutory compensation scheme, be made without first obtaining the undertaker’s agreement and if the undertaker acting reasonably does not agree SSE and the undertaker will acting jointly, proceed to manage any settlement negotiations and or any litigation which may arise from the third party claim or demand.

Enactments and agreements

99. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SSE and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and SSE in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

100.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or SSE requires the removal of apparatus under paragraph 93(2) or 93(3) or SSE makes requirements for modifications to the undertaker's works or for the protection or alteration of apparatus under paragraph 95 or SSE needs to access its apparatus in stopped up streets under paragraph 90, the undertaker must use its best endeavours to co-ordinate the execution of the works:

- (a) in the interests of safety;
- (b) taking into account the efficient and economic execution of the authorised development;
and
- (c) taking into account the need to ensure the safe and efficient operation of SSE's undertaking.

and SSE must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SSE's consent, agreement, approval or expression of satisfaction is required in relation to plans, documents or other information submitted by SSE or the taking of action by SSE, it must not be unreasonably withheld or delayed.

Access

101. If in consequence of the agreement reached in accordance with paragraph 92(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SSE to maintain or use the apparatus no less effectively than was possible before such obstruction and both parties must use their best endeavours to co-operate for that purpose.

Arbitration

102. Save for differences or disputes arising under paragraphs 98(5) and paragraph 95 any difference or dispute arising between the undertaker and SSE under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SSE, be determined by arbitration in accordance with article 48 (arbitration).

Notices

103. The plans submitted to SSE by the undertaker pursuant to paragraphs 95(1) and 96(1) must be sent to SSE at their registered or such other address as SSE may from time to time appoint instead for that purpose and notify to the undertaker.

PART 9

FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS UNDERTAKER

Application

104. For the protection of SGN the following provisions will, unless otherwise agreed in writing between the undertaker and SGN, have effect.

Interpretation

105.—(1) In this Part of this Schedule—

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

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by SGN for the purposes of gas distribution together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SGN for the purposes of transmission, distribution and/or supply of gas and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2(1) of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement include low risk works;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are reasonably necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by SGN (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for SGN’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“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;

“low risk works” means intrusive remediation works, intrusive environmental (including archaeological) surveys and investigations, intrusive site and soil survey, erection of fencing to site boundaries, the diversion or laying of services or intrusive environmental mitigation measures;

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SGN including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable 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 properly and sufficiently to describe and assess the works to be executed;

“rights” includes rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

“SGN” means Southern Gas Networks plc or its successors in title or successor bodies and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986.

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 5 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 110(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 110(2) or otherwise;

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

On Street Apparatus

106.—(1) Except for paragraphs 107 (apparatus in stopped up streets), 110 (removal of apparatus) in so far as sub-paragraph (2) applies, 111 (facilities and Rights for alternative apparatus) in so far as sub-paragraph (2) applies, 112 (retained apparatus: protection), 113 (expenses) and 114 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of SGN, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SGN are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 110 and 111 will apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

Apparatus of SGN in stopped up streets

107. Regardless of the temporary stopping up or diversion of any highway under the powers of article 13 (temporary closure, alteration, diversion or restriction of streets and public rights of way), SGN will 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 is 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.

Protective works to buildings

108.—(1) The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of SGN and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of SGN or any interruption in the supply of gas by SGN, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by SGN in making good such damage or restoring the supply; and, subject to sub-paragraph (2), must—

(a) pay compensation to SGN for any loss sustained by it by reason or in consequence of an such damage or interruption; and

(b) indemnify SGN against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by SGN, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of SGN or its contractors or workmen.

(3) SGN will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof is to be made by SGN, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

109.—(1) 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 must not appropriate or acquire any land interest or appropriate, acquire, or extinguish, interfere with or override any easement, other interest or right and/or apparatus of SGN otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between SGN and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SGN and/or affects the provisions of any enactment or agreement regulating the relations between SGN and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SGN reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between SGN and the undertaker acting reasonably and which must be no less favourable on the whole to SGN unless otherwise agreed by SGN.

(3) The undertaker and SGN agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SGN and/or other enactments relied upon by SGN as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by SGN under paragraph 112 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ in any land of the undertaker, the undertaker must accept a surrender of any existing easement and/or other interest of SGN in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release SGN from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any SGN right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 110 do not apply, the undertaker must:

- (a) retain any notice of SGN's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and
- (b) (where no such notice of SGN's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of SGN's easement, right or other interest in relation to such acquired land; and
- (c) provide up to date official entry copies to SGN within 20 working days of receipt of such up to date official entry copies.

Removal of apparatus

110.—(1) If, in the exercise of the powers conferred by this Order or under an agreement reached in accordance with paragraph 109 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed or requires that SGN's apparatus is relocated or diverted, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SGN to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SGN and in accordance with sub-paragraphs (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 must give to SGN advance 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 SGN reasonably needs to move or remove any of its apparatus) the undertaker must afford to SGN to its reasonable satisfaction (taking into account paragraph 111(1)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus);
- (b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus); and
- (c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus).

(3) If 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, SGN must, 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 assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will only extend to the requirement for SGN to use its compulsory purchase powers if SGN in its absolute discretion elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SGN and the undertaker or in default of agreement settled by arbitration in accordance paragraph 118 (arbitration) of this Part of this Schedule.

(5) SGN must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SGN of such facilities and rights as are referred to in sub-paragraphs (2) or (3) have been afforded to SGN to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

111.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SGN facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SGN and must be no less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SGN.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SGN under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are materially less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in 'reasonable opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 118 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SGN as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of SGN

112.—(1) Not less than 14 days before beginning any low risk works (which in each case does not take place more than 900mm below the surface of the ground, and in respect of the diversion or laying of services, excluding apparatus) the undertaker must submit to SGN a plan identifying the nature of the works and the planned interaction with apparatus and the undertaker will undertake those works in accordance with the requirements of SGN’s publication SGN/WI/SW/2 “Work Instruction for Safe Working in the Vicinity of Pipelines & Associated Installations operating >7barg”.

(2) Save where sub-paragraph (1) applies, not less than 56 days before the commencement of any specified works the undertaker must submit to SGN a plan and, if reasonably required by SGN, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to SGN under sub-paragraph (2) must include a method statement and describe—

- (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) any intended maintenance regimes.

(4) The undertaker must not commence any works to which sub-paragraphs (2) and (3) apply until SGN has given written approval of the plan so submitted.

(5) Any approval of SGN required under sub-paragraph (4)—

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

(6) In relation to any work to which sub-paragraphs (2) and/or (3) apply, SGN may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and no less convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (2) and (3) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and SGN and in accordance with all conditions imposed under sub-paragraph (5)(a), and SGN will be entitled to watch and inspect the execution of those works.

(8) Where SGN reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to ‘reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required.

(9) Any requirements made by SGN under sub-paragraph (8) must be made within a period of 42 days beginning with the date on which a plan under sub-paragraph (2) is submitted to it.

(10) If SGN, 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 104 to 106 and 109 to 111 apply as if the removal of the apparatus had been required by the undertaker under paragraph 110(2).

(11) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 14 days (in respect of low risk works) or otherwise 56 days before commencing the execution of the authorised works, a new plan, instead of the plan

previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(12) The undertaker is not required to comply with sub-paragraph (2) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to SGN notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (5)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (13) at all times.

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that SGN retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 113.

Expenses

113.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SGN following receipt of an invoiced demand (including where necessary anticipated disbursements) all charges, costs and expenses reasonably anticipated or incurred by SGN in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by SGN in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including reasonable professional fees) incurred by SGN as a consequence of SGN:
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 110(3) if it elects to do so; and/or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SGN;
- (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
- (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 Part of this Schedule;
- (g) any watching brief pursuant to sub-paragraph 112(7).

(2) There must 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 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, is not determined by arbitration in accordance with article 48 (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 SGN by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will 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 will 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 will be treated as if it also had been agreed or had been so determined.

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

Indemnity

114.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works 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 Part of 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 the authorised works) or property of SGN, or there is any interruption in any service provided, or in the supply of any goods, by SGN, or SGN becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand the cost properly incurred by SGN in making good such damage or restoring the supply; and

(b) indemnify SGN for any other properly incurred expenses, loss, demands, proceedings, damages, claims, penalty (but not criminal penalties, unless such criminal penalties are directly attributable to the undertaker or any person authorised or employed by him) or costs properly incurred by or recovered from SGN, by reason or in consequence of any such damage or interruption or SGN becoming liable to any third party as aforesaid other than arising from any default of SGN.

(2) The fact that any act or thing may have been done by SGN on behalf of the undertaker or in accordance with a plan approved by SGN or in accordance with any requirement of SGN or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless SGN fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or wilful act or default of SGN, its officers, servants, contractors or agents; and

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by SGN as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 8 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 114.

(4) SGN must give the undertaker reasonable notice of any such third party claim or demand.

(5) No settlement, or compromise or admission which might be prejudicial must, unless payment is required in connection with a statutory compensation scheme, be made without first obtaining the undertaker’s agreement and if the undertaker acting reasonably does not agree SGN and the undertaker will acting jointly, proceed to manage any settlement negotiations and/or any litigation which may arise from the third party claim or demand.

Enactments and agreements

115. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SGN and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and SGN in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

116.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or SGN requires the removal of apparatus under paragraph 110(2) or SGN makes requirements for the protection or alteration of apparatus under paragraph 112 or SGN needs to access its apparatus in stopped up streets under paragraph 107, the undertaker must use its best endeavours to co-ordinate the execution of the works—

(a) in the interests of safety;

(b) taking into account the efficient and economic execution of the authorised development; and

(c) taking into account the need to ensure the safe and efficient operation of SGN’s undertaking,

and SGN must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SGN’s consent, agreement, approval or expression of satisfaction is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

117. If in consequence of the agreement reached in accordance with paragraph 109(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SGN to maintain or use the apparatus no less effectively than was possible before such obstruction and both parties must use their best endeavours to co-operate for that purpose.

Arbitration

118. Save for differences or disputes arising under paragraphs 112 and 114(5) any difference or dispute arising between the undertaker and SGN under this Part of this Schedule must, unless

otherwise agreed in writing between the undertaker and SGN, be determined by arbitration in accordance with article 48 (arbitration).

Notices

119. The plans submitted to SGN by the undertaker pursuant to paragraph 112 must be sent to SGN at easements@sgn.co.uk or such other address as SGN may from time to time appoint instead for that purpose and notify to the undertaker.

PART 10

FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

Application

120. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

121. In this Part of this Schedule—

“acceptable insurance” means a third party liability insurance(s) effected and maintained by the undertaker and/or its contractors to a cumulative level of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance(s) must be maintained for the construction period of the authorised works which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters such policy will include (but without limitation)—

(a) Cadent as a Co-Insured;

(b) a cross liabilities clause; and

(c) contractors’ pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with a cumulative cover of £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;

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

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by Cadent for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Cadent” means Cadent Gas Limited and/or its successors in title and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“commence” has the same meaning as in article 2 (interpretation) of the Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement includes low risk works and the diversion or laying of services (excluding apparatus);

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for Cadent’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“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;

“low risk works” means intrusive remediation works, intrusive environmental (including archaeological) surveys and investigations, intrusive site and soil survey, erection of fencing to site boundaries, or intrusive environmental mitigation measures which in each case does not take place more than 300mm below the surface of the ground.

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable 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 properly and sufficiently to describe and assess the works to be executed;

“rights” includes rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 5 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 126(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 126(2) or otherwise; and/or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (Cadent’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of Cadent High pressure Gas pipelines and associated installation requirements for third parties GD/SP/SSW/22”); and

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

On Street Apparatus

122.—(1) Except for paragraphs 123 (apparatus in stopped up streets), 126 (removal of apparatus) in so far as sub-paragraph (2) applies, 127 (facilities and Rights for alternative apparatus) in so far as sub-paragraph (2) applies, 128 (retained apparatus: protection), 129 (expenses) and 130 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 126 and 127 of this Part of this Schedule will apply to diversions even where carried out under the 1991 Act, in circumstances where any Apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 29 (rights under or over streets) or any other powers in the Order generally, section 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

Apparatus of Cadent in stopped up streets

123. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 13 (temporary closure, alteration, diversion or restriction of streets and public rights of way), Cadent will 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 it would have been entitled to do immediately before such temporary stopping up or diversion in respect any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

124.—(1) The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), must—

- (a) pay compensation to Cadent for any loss sustained by it by reason or in consequence of such damage or interruption; and
- (b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workmen.

(3) Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof is to be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

125.—(1) 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 must not appropriate or acquire any land interest or appropriate, acquire, or extinguish, materially interfere with or override any easement, other interest or right and/or apparatus of Cadent otherwise than by agreement (such agreement not to be unreasonably withheld or delayed) and provided that what amounts to a material interference is to be determined by Cadent acting reasonably having regard to its statutory duties and obligations.

(2) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and/or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

(3) Any agreement or consent granted by Cadent under paragraph 128 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(4) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ in any land of the undertaker, the undertaker must accept a surrender of any existing easement and/or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(5) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 126 do not apply, the undertaker must—

- (a) retain any notice of Cadent’s easement, right or other interest on the title to the relevant land when registering the undertaker’s title to such acquired land; and
- (b) (where no such notice of Cadent’s easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker’s interest in such acquired land at the Land Registry) a notice of Cadent’s easement, right or other interest in relation to such acquired land.

Removal of apparatus

126.—(1) If, in the exercise of the powers conferred by this Order or under an agreement reached in accordance with paragraph 125 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Cadent’s apparatus is relocated or diverted, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent and 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 must give to Cadent advance 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 Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its reasonable satisfaction (taking into account paragraph 127(1)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);
- (b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and
- (c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights within the order limits as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent may, 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 assist the undertaker in obtaining 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 or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker or in default of agreement settled by arbitration in accordance with paragraph 134 (arbitration) of this Part of this Schedule.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

127.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) 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 Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's reasonable opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 134 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

128.—(1) Not less than 14 days before beginning any low risk works the undertaker must submit to Cadent a plan identifying the nature of the works and the planned interaction with apparatus and the undertaker will undertake those works in accordance with the requirements of sub-paragraph (12) of this paragraph and no work will be undertaken in the vicinity of the apparatus without the formal written consent of Cadent in accordance with paragraph 2 of Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent assets for third parties SSW22".

(2) Save where sub-paragraph (1) applies in respect of low risk works, not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(3) The plan to be submitted to Cadent under sub-paragraph (2) must include a method statement and describe—

- (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) any intended maintenance regimes.

(4) The undertaker must not commence any works to which sub-paragraphs (2) and (3) apply until Cadent has given written approval of the plan so submitted.

(5) Any approval of Cadent required under sub-paragraph (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,

(b) must not be unreasonably withheld or delayed.

(6) In relation to any work to which sub-paragraphs (2) and/or (3) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and no less convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (2) and (3) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (5)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(8) Where Cadent reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(9) If Cadent, 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 120 to 122 and 125 to 127 apply as if the removal of the apparatus had been required by the undertaker under paragraph 126(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 14 days (in respect of low risk works) or otherwise 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The undertaker is not 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 must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (5)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order the undertaker must comply with the Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent assets requirements for third parties SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 129.

(14) The undertaker must not commence (and must not permit the commencement of) the authorised works or any intrusive environmental (including archaeological) surveys and investigation or intrusive site or soil survey, on any land owned by Cadent or in respect of which Cadent has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres in any direction of Cadent's apparatus unless and until Cadent is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to Cadent that it will maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of the authorised works) and Cadent has confirmed the same in writing to the undertaker (such confirmation not to be unreasonably withheld or delayed).

Expenses

129.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, following receipt of an invoice from Cadent all charges, costs and expenses

reasonably incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including reasonable professional fees) incurred by Cadent as a consequence of Cadent:
 - (i) using its own compulsory purchase powers to acquire any necessary rights under sub-paragraph 126(3) if it elects to do so; and/or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (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;
- (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 Part of this Schedule; and
- (g) any watching brief pursuant to paragraph 128(7).

(2) There must 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 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, is not determined by arbitration in accordance with article 48 (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 Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will 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 will 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 will 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 Cadent in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in

substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Indemnity

130.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works 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 Part of 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 the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) indemnify Cadent for any other reasonable expenses, loss, demands, proceedings, damages, claims, penalty (but not criminal penalties, unless such criminal penalties are directly attributable to the undertaker) or costs reasonably incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or wilful act or default of Cadent, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 8 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 130.

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering and discussing their representations and must keep the undertaker updated on the settlement negotiation and/or any litigation which may arise from it and take such action as the undertaker may reasonably request to avoid, dispute, compromise or defend the matter.

Enactments and agreements

131.—(1) Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between

the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

(2) Nothing in this Part of this Schedule will affect the provisions of an agreement dated 18 September 1985 between the undertaker (a) and (2) British Gas Corporation (2).

(3) The benefit and burden of that agreement on the part of British Gas Corporation now vests in Cadent, insofar as it affects Cadent's 8 inch gas main referred to in the agreement.

Co-operation

132.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under sub-paragraph 126(2) or (3) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 128 or Cadent is required to access its apparatus in stopped up streets under paragraph 123, the undertaker must use its best endeavours to co-ordinate the execution of the works—

(a) in the interests of safety;

(b) taking into account the efficient and economic execution of the authorised development; and

(c) taking into account the need to ensure the safe and efficient operation of Cadent's undertaking,

and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent's consent, agreement, approval or expression of satisfaction is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

133. If in consequence of the agreement reached in accordance with paragraph 125(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction and both parties must use their best endeavours to co-operate for that purpose.

Arbitration

134. Save for differences or disputes arising under paragraph 128 any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 48 (arbitration).

Notices

135. The plans submitted to Cadent by the undertaker pursuant to paragraph 128 must be sent to Cadent Gas Limited Plant Protection at Brick Kiln Street, Hinckley, Leicestershire LE10 0NA or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

SCHEDULE 10

Article 42

REMOVAL OF IMPORTANT HEDGEROWS

(1)	(2)
<i>Important Hedgerow Reference</i>	<i>General Arrangement Plans Sheet Number</i>
<u>In the County of Hampshire</u>	
HCX 001	Shown on Sheet No.1 of the General Arrangement Plans
HCX 002	Shown on Sheet No.1 of the General Arrangement Plans
HCX 003	Shown on Sheet No.1 of the General Arrangement Plans
HCX 004	Shown on Sheet No.1 of the General Arrangement Plans
HCX 005	Shown on Sheet No.1 of the General Arrangement Plans
HCX 006	Shown on Sheet No.1 of the General Arrangement Plans
HCX 007	Shown on Sheet No.1 of the General Arrangement Plans
HCX 008	Shown on Sheet No.2 of the General Arrangement Plans
HCX 008a	Shown on Sheet No.2 of the General Arrangement Plans
HCX 009	Shown on Sheet No.2 of the General Arrangement Plans
HCX 010	Shown on Sheet No.2 of the General Arrangement Plans
HCX 011	Shown on Sheet No.2 of the General Arrangement Plans
HCX 012	Shown on Sheet No.2 of the General Arrangement Plans
HCX 013	Shown on Sheet No.2 of the General Arrangement Plans
HCX 014	Shown on Sheet No.2 of the General Arrangement Plans
HCX 015	Shown on Sheet No.2 of the General Arrangement Plans
HCX 017	Shown on Sheet No.2 of the General Arrangement Plans
HCX 018	Shown on Sheet No.3 of the General Arrangement Plans
HCX 019	Shown on Sheet No.3 of the General Arrangement Plans
HCX 020	Shown on Sheet No.3 of the General Arrangement Plans
HCX 021	Shown on Sheet No.3 of the General Arrangement Plans
HCX 022	Shown on Sheet No.3 of the General Arrangement Plans
HCX 023	Shown on Sheet No.3 of the General Arrangement Plans
HCX 024	Shown on Sheet No.3 of the General Arrangement Plans
HCX 025	Shown on Sheet No.4 of the General Arrangement Plans
HCX 026	Shown on Sheet No.4 of the General Arrangement Plans
HCX 027	Shown on Sheet No.4 of the General Arrangement Plans
HCX 028	Shown on Sheet No.4 of the General Arrangement Plans
HCX 029	Shown on Sheet No.4 of the General Arrangement Plans
HCX 030	Shown on Sheet No.4 of the General Arrangement Plans
HCX 031	Shown on Sheet No.4 of the General Arrangement Plans
HCX 033	Shown on Sheet No.4 of the General Arrangement Plans
HCX 034	Shown on Sheet No.4 of the General Arrangement Plans
HCX 035	Shown on Sheet No.4 of the General Arrangement Plans
HCX 036	Shown on Sheet No.4 of the General Arrangement Plans
HCX 037	Shown on Sheet No.5 of the General Arrangement Plans
HCX 038	Shown on Sheet No.5 of the General Arrangement Plans
HCX 039	Shown on Sheet No.5 of the General Arrangement Plans
HCX 040	Shown on Sheet No.5 of the General Arrangement Plans
HCX 041	Shown on Sheet No.5 of the General Arrangement Plans
HCX 042	Shown on Sheet No.6 of the General Arrangement Plans
HCX 043	Shown on Sheet No.6 of the General Arrangement Plans

(1) <i>Important Hedgerow Reference</i>	(2) <i>General Arrangement Plans Sheet Number</i>
HCX 163	Shown on Sheet No.23 of the General Arrangement Plans
HCX 164	Shown on Sheet No.23 of the General Arrangement Plans
HCX 166	Shown on Sheet No.23 of the General Arrangement Plans
HCX 168	Shown on Sheet No.24 of the General Arrangement Plans
HCX 169	Shown on Sheet No.24 of the General Arrangement Plans
HCX 171	Shown on Sheet No.24 of the General Arrangement Plans
HCX 175	Shown on Sheet No.25 of the General Arrangement Plans
HCX 176	Shown on Sheet No.25 of the General Arrangement Plans
HCX 177	Shown on Sheet No.25 of the General Arrangement Plans
HCX 178	Shown on Sheet No.25 of the General Arrangement Plans
HCX 180	Shown on Sheet No.26 of the General Arrangement Plans
HCX 181	Shown on Sheet No.26 of the General Arrangement Plans
HCX 182	Shown on Sheet No.26 of the General Arrangement Plans
HCX 183	Shown on Sheet No.26 of the General Arrangement Plans
HCX 184	Shown on Sheet No.26 of the General Arrangement Plans
HCX 186	Shown on Sheet No.26 of the General Arrangement Plans
HCX 189	Shown on Sheet No.27 of the General Arrangement Plans
HCX 191	Shown on Sheet No.27 of the General Arrangement Plans
HCX 192	Shown on Sheet No.27 of the General Arrangement Plans
HCX 193	Shown on Sheet No.28 of the General Arrangement Plans
HCX 194	Shown on Sheet No.28 of the General Arrangement Plans
HCX 195	Shown on Sheet No.28 of the General Arrangement Plans
HCX 198	Shown on Sheet No.29 of the General Arrangement Plans
HCX 199	Shown on Sheet No.29 of the General Arrangement Plans
HCX 200	Shown on Sheet No.29 of the General Arrangement Plans
HCX 201	Shown on Sheet No.29 of the General Arrangement Plans
HCX 202	Shown on Sheet No.29 of the General Arrangement Plans
HCX 203	Shown on Sheet No.29 of the General Arrangement Plans
HCX 205	Shown on Sheet No.29 of the General Arrangement Plans
HCX 207	Shown on Sheet No.29 of the General Arrangement Plans
HCX 208	Shown on Sheet No.29 of the General Arrangement Plans
HCX 209	Shown on Sheet No.29 of the General Arrangement Plans
HCX 210	Shown on Sheet No.29 of the General Arrangement Plans
HCX 211	Shown on Sheet No.29 of the General Arrangement Plans
HCX 212	Shown on Sheet No.30 of the General Arrangement Plans
HCX 213	Shown on Sheet No.30 of the General Arrangement Plans
HCX 214	Shown on Sheet No.30 of the General Arrangement Plans
HCX 215	Shown on Sheet No.30 of the General Arrangement Plans
HCX 218	Shown on Sheet No.33 of the General Arrangement Plans
HCX 220	Shown on Sheet Nos. 35 and 107 of the General Arrangement Plans
<u>In the County of Surrey</u>	
HCX 227	Shown on Sheet No.41 of the General Arrangement Plans
HCX 228	Shown on Sheet No.42 of the General Arrangement Plans
HCX 229	Shown on Sheet No.42 of the General Arrangement Plans
HCX 231	Shown on Sheet No.42 of the General Arrangement Plans
HCX 233	Shown on Sheet Nos. 42 and 114 of the General Arrangement Plans
HCX 235	Shown on Sheet Nos. 42 and 114 of the General Arrangement Plans

<i>(1)</i> <i>Important Hedgerow Reference</i>	<i>(2)</i> <i>General Arrangement Plans Sheet Number</i>
	Plans
HCX 236	Shown on Sheet Nos. 42 and 114 of the General Arrangement Plans
HCX 240	Shown on Sheet No.43 of the General Arrangement Plans
HCX 241	Shown on Sheet No.43 of the General Arrangement Plans
HCX 242	Shown on Sheet No.43 of the General Arrangement Plans
HCX 249	Shown on Sheet No.47 of the General Arrangement Plans
HCX 251	Shown on Sheet No.47 of the General Arrangement Plans
HCX 252	Shown on Sheet No.47 of the General Arrangement Plans
HCX 253	Shown on Sheet No.47 of the General Arrangement Plans
HCX 254	Shown on Sheet No.47 of the General Arrangement Plans
HCX 256	Shown on Sheet No.48 of the General Arrangement Plans
HCX 257	Shown on Sheet No.48 of the General Arrangement Plans
HCX 259	Shown on Sheet No.48 of the General Arrangement Plans
HCX 260	Shown on Sheet No.48 of the General Arrangement Plans
HCX 261	Shown on Sheet No.48 of the General Arrangement Plans
HCX 268	Shown on Sheet Nos. 53 and 122 of the General Arrangement Plans

SCHEDULE 11

Article 45

DOCUMENTS TO BE CERTIFIED

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>	<i>(3)</i> <i>Revision</i>
<u>Land Plans – Regulation 5(2)(i)</u>	<u>Application Document 2.1</u>	<u>4.0</u>
<u>Works Plans – Regulation 5(2)(j)</u>	<u>Application Document 2.2</u>	<u>4.0</u>
<u>Special Category Land Plan – Regulation 5(2)(i)(iv)</u>	<u>Application Document 2.3</u>	<u>3.0</u>
<u>Crown Land Plans – Regulation 5(2)(n)</u>	<u>Application Document 2.4</u>	<u>3.0</u>
<u>Access & Rights of Way Plan – Regulation 5(2)(k)</u>	<u>Application Document 2.5</u>	<u>3.0</u>
<u>General Arrangement Plans – Regulation 5(2)(o)</u>	<u>Application Document 2.6</u>	<u>5.0</u>
<u>Indicative layout drawings – Regulation 5(2)(o)</u>	<u>Application Document 2.7</u>	<u>2.0</u>
<u>Book of Reference – Regulation 5(2)(d)</u>	<u>Application Document 4.3</u>	<u>4.0</u>
<u>Archaeological Mitigation Strategy – Regulation 5(2)(q)</u>	<u>Application Document 6.4 (Appendix 9.5)</u>	<u>4.0</u>
<u>Code of Construction Practice – Regulation 5(2)(q)</u>	<u>Application Document 6.4 (Appendix 16.1)</u>	<u>5.0</u>
<u>Habitats Regulations Assessment – Regulation 5(2)(g)</u>	<u>Application Document 6.5</u>	<u>1.0</u>
<u>Outline Construction Traffic Management Plan – Regulation 5(2)(q)</u>	<u>Application Document 8.49</u>	<u>3.0</u>
<u>Outline Landscape and Ecological Management Plan – Regulation 5(2)(q)</u>	<u>Application Document 8.50</u>	<u>3.0</u>
<u>Outline Construction Environmental Management Plan – Regulation 5(2)(q)</u>	<u>Application Document 8.51</u>	<u>2.0</u>
<u>Outline Community Engagement Plan – Regulation 5(2)(q)</u>	<u>Application Document 8.52</u>	<u>2.0</u>
<u>Outline Surface and Foul Water Drainage Plan – Regulation 5(2)(q)</u>	<u>Application Document 8.53</u>	<u>3.0</u>
<u>Site Specific Plans – Regulation 5(2)(q)</u>	<u>Application Document 8.57</u>	<u>3.0</u>
	<u>Application Document 8.58</u>	<u>2.0</u>
	<u>Application Document 8.59</u>	<u>2.0</u>
	<u>Application Document 8.60</u>	<u>2.0</u>
	<u>Application Document 8.61</u>	<u>2.0</u>
	<u>Application Document 8.62</u>	<u>2.0</u>
	<u>Application Document 8.63</u>	<u>2.0</u>
	<u>Application Document 8.78</u>	<u>2.0</u>
<u>SDNP Schedule – Regulation 5(2)(q)</u>	<u>Application Document 8.87</u>	<u>1.0</u>
<u>HRA Commitments Schedule – Regulation 5(2)(q)</u>	<u>Application Document 8.89</u>	<u>2.0</u>

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>	<i>(3)</i> <i>Revision</i>
Archaeological Mitigation Strategy –	Application Document 6.4	0

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>	<i>(3)</i> <i>Revision</i>
Regulation 5(2)(q)		
Book of Reference—Regulation 5(2)(d)	Application Document 4.3	0
Code of Construction Practice—Regulation 5(2)(q)	Application Document 6.4 (Appendix 16.1)	0
Outline Community Engagement Plan—Regulation 5(2)(q)	Application Document 8.52	0
Outline Construction Environmental Management Plan—Regulation 5(2)(q)	Application Document 6.4 (Appendix 16.2)	0
Outline Construction Traffic Management Plan—Regulation 5(2)(q)	Application Document 8.49	0
Site Specific Plans—Regulation 5(2)(q)	Application Documents 8.57–8.63	0
SDNP Schedule—Regulation 5(2)(q)	Application Document 8.87	0
Habitats Regulations Assessment—Regulation 5(2)(g)	Application Document 6.5	0
HRA Commitments Schedule—Regulation 5(2)(q)	Application Document 8.89	0
Land Plans—Regulation 5(2)(i)	Application Document 2.1	0
Outline Landscape and Ecological Management Plan—Regulation 5(2)(q)	Application Document 8.50	0
Outline Surface and Foul Water Drainage Plan—Regulation 5(2)(q)	Application Document 8.53	0
Crown Land Plans—Regulation 5(2)(n)	Application Document 2.4	0
Special Category Land Plan—Regulation 5(2)(i)(iv)	Application Document 2.3	0
Works Plans—Regulation 5(2)(j)	Application Document 2.2	0
Access & Rights of Way Plan—Regulation 5(2)(k)	Application Document 2.5	0
General Arrangement Plans—Regulation 5(2)(e)	Application Document 2.6	0
Indicative layout drawings—Regulation 5(2)(e)	Application Document 2.7	0

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent to Esso Petroleum Company, Limited to construct and maintain an underground pipeline commencing at Boorley Green, Hampshire and terminating at West London Terminal storage facility in the London Borough of Hounslow.

The Order also includes provisions in connection with the maintenance of the authorised development.

A copy of the documents as listed in Schedule 11 (documents to be certified) to this Order and certified in accordance with article 45 (certification of documents, etc.) of this Order may be inspected free of charge during normal working hours at the offices of Esso Petroleum Company, Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey KT22 8UX.

STATUTORY INSTRUMENTS

202[] No. 0000

INFRASTRUCTURE PLANNING

The Southampton to London Pipeline Development Consent
Order 202[]

BDB PITMANS LLP
50 Broadway, London SW1H 0BL
Solicitors and Parliamentary Agents
[Master: 18879718.1412 — ~~02.04.2005.03.20~~]