

## **DRAFT DCO DEVELOPMENT CONSENT ORDER**

### **HyNet Carbon Dioxide Pipeline DCO**

Planning Act 2008

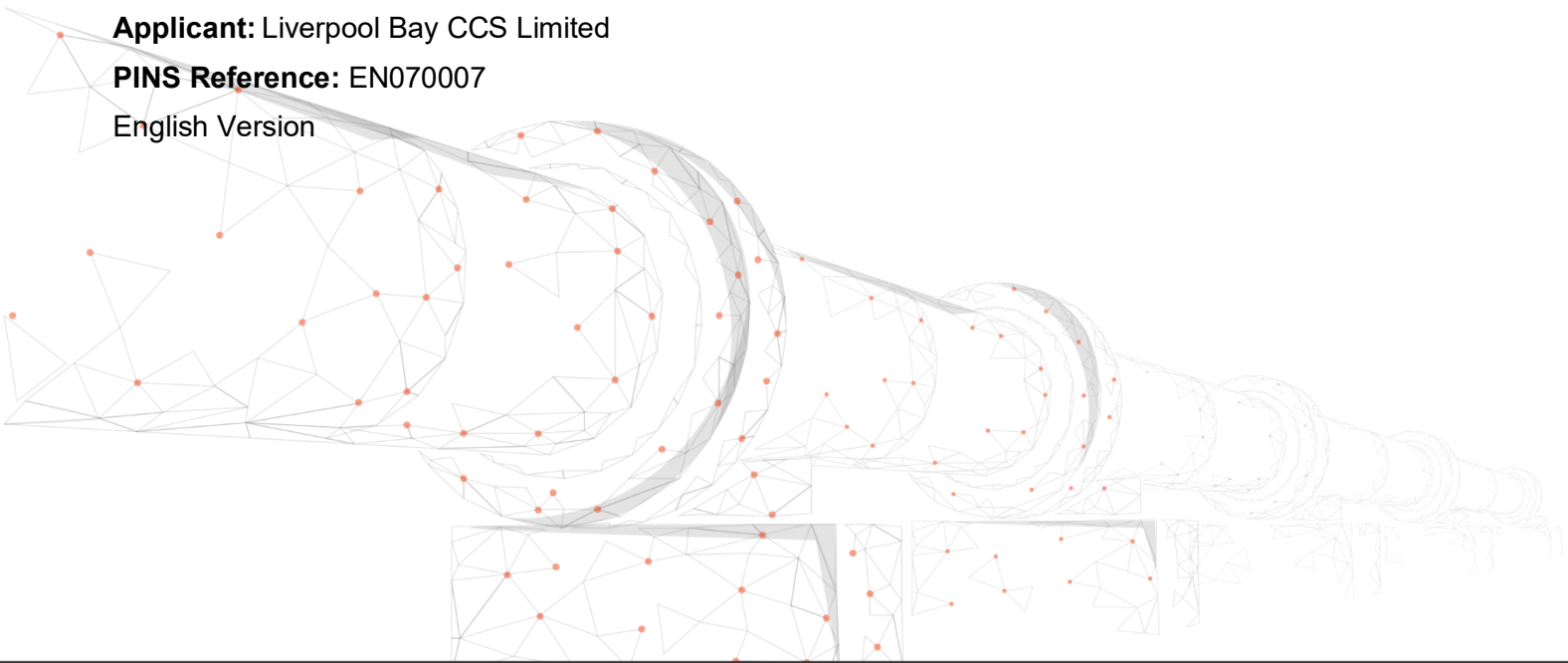
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# STATUTORY INSTRUMENTS

202[ ] No.

## INFRASTRUCTURE PLANNING

### The HyNet Carbon Dioxide Pipeline Order 202[●]

*Made* - - - - - \*\*\*  
*Laid before Parliament* \*\*\*  
*Coming into force* \*\*\*

#### CONTENTS

##### PART 1

##### Preliminary

|    |                           |   |
|----|---------------------------|---|
| 1. | Citation and commencement | 6 |
| 2. | Interpretation            | 6 |

##### PART 2

##### Principal Powers

|       |                                                         |    |
|-------|---------------------------------------------------------|----|
| 3.    | Development consent etc. granted by the Order           | 9  |
| 4.    | Operation and use of the authorised development         | 10 |
| 5.–6. | Power to maintain the authorised development            | 10 |
| 7.    | Benefit of the Order                                    | 10 |
| 8.    | Application and modification of legislative provisions  | 11 |
| 9.    | Defence to proceedings in respect of statutory nuisance | 11 |

##### PART 3

##### Streets

|     |                                               |    |
|-----|-----------------------------------------------|----|
| 10. | Street works                                  | 12 |
| 11. | Power to alter layout, etc. of streets        | 13 |
| 12. | Application of the 1991 Act                   | 14 |
| 13. | Temporary restriction of public rights of way | 14 |
| 14. | Temporary restriction of use of streets       | 15 |
| 15. | Access to works                               | 15 |
| 16. | Agreements with street authorities            | 16 |
| 17. | Use of private roads                          | 16 |
| 18. | Traffic regulation                            | 16 |

PART 4  
Supplemental powers

|     |                                              |    |
|-----|----------------------------------------------|----|
| 19. | Discharge of water                           | 17 |
| 20. | Maintenance of drainage works                | 18 |
| 21. | Authority to survey and investigate the land | 18 |
| 22. | Protective work to buildings                 | 19 |
| 23. | Removal of human remains                     | 21 |

PART 5  
Powers of Acquisition

|     |                                                                   |    |
|-----|-------------------------------------------------------------------|----|
| 24. | Compulsory acquisition of land                                    | 22 |
| 25. | Time limit for exercise of authority to acquire land compulsorily | 22 |
| 26. | Compulsory acquisition of rights and restrictive covenants        | 22 |
| 27. | Statutory authority to override easements and other rights        | 23 |
| 28. | Compulsory acquisition of land: minerals                          | 23 |
| 29. | Private rights                                                    | 24 |
| 30. | Application of the 1981 Act                                       | 25 |
| 31. | Acquisition of subsoil or airspace only                           | 25 |
| 32. | Modification of Part 1 of the 1965 Act                            | 26 |
| 33. | Rights under or over streets                                      | 26 |
| 34. | Temporary use of land for carrying out the authorised development | 27 |
| 35. | Temporary use of land for maintaining the authorised development  | 28 |
| 36. | Statutory undertakers                                             | 29 |
| 37. | Recovery of costs of new connections                              | 29 |

PART 6  
Miscellaneous and general

|     |                                                      |    |
|-----|------------------------------------------------------|----|
| 38. | Application of landlord and tenant law               | 30 |
| 39. | Felling or lopping of trees and removal of hedgerows | 30 |
| 40. | Trees subject to Tree Preservation Orders            | 31 |
| 41. | Crown rights                                         | 31 |
| 42. | Protective provisions                                | 31 |
| 43. | Operational land for the purposes of the 1990 Act    | 32 |
| 44. | Certification of plans, etc.                         | 32 |
| 45. | Service of notices                                   | 32 |
| 46. | No double recovery                                   | 33 |
| 47. | Requirements, appeals, etc.                          | 34 |
| 48. | Arbitration                                          | 34 |

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|                                 |    |
|---------------------------------|----|
| SCHEDULE 1                      | 34 |
| PART 1 — Authorised development | 35 |
| PART 2 — Ancillary works        | 62 |
| SCHEDULE 2 — Requirements       | 63 |
| PART 1 — Requirements           | 63 |

|                                                                                                         |     |
|---------------------------------------------------------------------------------------------------------|-----|
| PART 2 — Applications made under requirements                                                           | 70  |
| SCHEDULE 3 — Streets subject to street works                                                            | 73  |
| PART 1 — Streets subject to permanent street works                                                      | 73  |
| PART 2 — Streets subject to temporary street works                                                      | 73  |
| SCHEDULE 4 — New means of access                                                                        | 76  |
| PART 1 — Highways to be stopped up for which no substitute is to be provided                            | 77  |
| PART 2 — New temporary means of access from the public highway                                          | 77  |
| PART 3 — New private means of access                                                                    | 78  |
| SCHEDULE 5 — Streets to be temporarily stopped up or restricted                                         | 82  |
| SCHEDULE 6 — Public rights of way to be temporarily restricted                                          | 85  |
| SCHEDULE 7 — Land of which only temporary possession may be taken                                       | 87  |
| PART 1 — Land of which only temporary possession may be taken                                           | 87  |
| PART 2 — Land of which only temporary possession for access may be taken                                | 90  |
| SCHEDULE 8 — Land in which only new rights etc., may be acquired                                        | 91  |
| SCHEDULE 9 — Modification of compensation and compulsory purchase enactments for creation of new rights | 95  |
| SCHEDULE 10 — Protective provisions                                                                     | 98  |
| PART 1 — Protection for electricity, gas, water and sewerage undertakers                                | 98  |
| PART 2 — Protection for operators of electronic communications code networks                            | 102 |
| PART 3 — For the protection of national grid as electricity undertaker                                  | 104 |
| PART 4 — For the protection of cadent                                                                   | 111 |
| PART 5 — For the protection of network rail                                                             | 117 |
| PART 6 — For the protection of local highway authorities                                                | 129 |
| PART 7 — For the protection of [ ]                                                                      | 131 |
| SCHEDULE 11 — Removal of hedgerows                                                                      | 131 |
| PART [ ] — Removal of hedgerows                                                                         | 131 |
| PART [ ] — Removal of important hedgerows                                                               | 131 |
| SCHEDULE 12 — Arbitration rules                                                                         | 136 |

An application has been made to the Secretary of State under section 37 of the Planning Act 2008(a) (“the 2008 Act”) for an Order granting development consent.

The application was examined by [a single appointed person] [a panel of ● members] (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(b).

The [single appointed person] [panel], having considered the representations made and not withdrawn and the application together with the accompanying documents, in accordance with section [83(1)] [74(2)] of the 2008 Act, has submitted a report and recommendation to the Secretary of State.

The Secretary of State has considered the [representations made and not withdrawn], and the report and recommendation of the Examining Authority, has taken into account the environmental

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(a) 2008 c.29. Section 37 was amended by section 128(2) and Schedule 13, Part 1, paragraphs 1 to 5 of the Localism Act 2011 (c.20).

(b) S.I. 2010/103. This instrument was amended by S.I. 2012/635

information in accordance with regulation [4] of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(a).

[The Secretary of State is satisfied that open space within the Order land, when burdened with any new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that, accordingly, section 132(3) of the 2008 Act applies.]

[The Secretary of State, having decided the application, has determined 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, in exercise of the powers conferred by sections [114, 115, 117, 120, 122, 123, 132 and schedule 5] of the 2008 Act, makes the following Order:

## PART 1

### Preliminary

#### Citation and commencement

- 1.—(1) This Order may be cited as the HyNet Carbon Dioxide Pipeline Order 202[•]  
(2) This Order comes into force on [•] 202[•].

#### Interpretation

- 2.—(1) In this order—

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

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

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

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

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

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

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

“2003 Act” means the Communications Act 2003(i);

“2008 Act” means the Planning Act 2008;

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

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

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(a) S.I. 2017/572.  
(b) 1961 c33.  
(c) 1965 c56.  
(d) 1980 c66.  
(e) 1981 c66.  
(f) 1984 c.27.  
(g) 1990 c.8.  
(h) 1991 c.22.  
(i) 2003 c21.

“AGI” means above ground installation, being a secure compound above ground level containing equipment relating to the pipeline which is necessary for its operation and/or maintenance. The AGIs include PIG facilities, ancillary infrastructure (including lighting and parking provisions), and Electrical and Instrumentation Kiosks;

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

“apparatus” has the same meaning as in section 105(1) of the 1991 Act;

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

“bank holiday” means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(a);

“block valve” means an intermediate underground valve which can rapidly stem the flow of the carbon dioxide;

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

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

“business day” means a day other than a Saturday or Sunday, Good Friday, Christmas Day or a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(b);

“BVS” means block valve station, being a secure compound above ground level containing equipment relating to the pipeline which is necessary for its operation and/or maintenance. The BVSs include a block valve, ancillary infrastructure (including lighting, parking provisions), and above ground Electrical and Instrumentation Kiosks;

“carriageway” has the same meaning as in the 1980 Act;

“commence” means carry out a material operation, as defined in section 155 of the 2008 Act (which explains when development begins), comprised in or for the purposes of the authorised development other than site preparation works, remediation works, environmental (including archaeological) surveys and investigation, site, utility 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”, “commenced” and cognate expressions are to be construed accordingly;

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

“electronic transmission” means a communication transmitted—

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

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

and in this definition “electronic communications network” has the same meaning as in section 32(1) (meaning of electronic communications networks and services) of the 2003 Act;

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

“existing pipeline” means the existing natural gas pipeline, constructed in accordance with a pipeline construction authorisation and deemed planning permission issued by the Secretary of State on 16 December 1993 under the Pipelines Act 1962 for “a 24 inch natural gas cross-country pipeline from Point of Ayr to Connah’s Quay”, which pipeline is to be repurposed under this Order;

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(a) 1971 c80

(b) 1971 c80

“general arrangement plans” means the Block Valve Stations Planning Arrangement, Block Valve Stations Elevations, Above Ground Installation Planning Arrangement and Above Ground Installation Elevations certified by the Secretary of State as the general arrangement plans for the purposes of this Order;

“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;

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

“landscape and ecology mitigation plans” means the document certified as such 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” includes inspect, assess, repair, test, cleanse, adjust, landscape, preserve, make safe, divert or alter the authorised development, and remove, clear, reconstruct, re-new, re-lay, re-furbish, improve, replace, dismantle, demolish, abandon or decommission any part of the authorised development, but must not include the renewal, re-laying, reconstruction or replacement of the entirety of the new pipeline; and any derivative of “maintain” is to be construed accordingly;

“new pipeline” means the pipeline to be constructed and operated as part of the authorised development forming Work Nos. 1, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48 and 50;

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

“Order limits” means the limits shown on the works plans within which the authorised development may be carried out;

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

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

“outline surface water drainage strategy report and appendices” means the document certified as such by the Secretary of State for the purposes of this Order;

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

“PIG” means pipeline inspection gauge, a device used for internal maintenance, cleaning and monitoring of a pipeline;

“pipeline” means the existing pipeline and the new pipeline and includes all of the authorised development including all AGIs and BVSs;

“register of environmental actions and commitments” means the document certified as such by the Secretary of State for the purposes of this Order;

“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;

“requirements” means those matters set out in Schedule 2 (Requirements) to this Order;

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

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

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



public communications provider as defined in section 151 of the 2003 Act;

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

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

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

“trenchless installation techniques” means the installation of the new pipeline and/or associated telecommunications cabling by means of boring techniques including horizontal directional drilling, auger boring and micro-tunnelling;

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

“undertaker” means Liverpool Bay CCS limited, incorporated under company number 13194018 and having its registered office at Eni House, 10 Ebury Bridge Road, London SW1W 8PZ; and

“works plans” means the plan or plans certified as such 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, areas 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 in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the relevant plans.

(6) References in this Order to numbered works are references to the works as numbered in Part 1 of Schedule 1 (authorised development).

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

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

## PART 2

### Principal Powers

#### **Development consent etc. granted by the Order**

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

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works,

to be carried out within the Order limits.

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(a) Section 48 was amended by section 124 (1) and (2) of the Local Transport Act 2008 (c.26).

(b) “Street authority” is defined in section 49, which was amended by section 1(6) and paragraphs 113 and 117 of Schedule 1 to the Infrastructure Act 2015.

### **Operation and use of the authorised development**

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

(2) Subject to the provisions of this Order the undertaker is granted consent to use the existing pipeline for the conveyance of carbon dioxide.

(3) The consent granted under paragraphs (1) and (2) does not relieve the undertaker from compliance with any obligation under the Pipeline Safety Regulations 1996(a).

### **Power to maintain the authorised development**

5.—(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).Limits of deviation

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

- (a) deviate the 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 0.452 metres below the surface of the ground);
- (c) deviate the pipeline works vertically downwards—
- (d) in respect of those sections of the pipeline works which may be constructed and installed
- (e) using trenchless installation techniques, to such extent as may be found necessary or convenient subject to a maximum depth of 35m;
- (f) deviate works other than the pipeline vertically—
  - (i) upwards or above ground level to the height limits set for those works in Schedule 2 (requirements); and
  - (ii) downwards to any extent as may be found necessary or convenient.

(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.

### **Benefit of the Order**

7.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraph (3), the undertaker may with the written 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; and

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(a) S.I. 1996/825

- (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.

(3) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) 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.

(4) 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.

### **Application and modification of legislative provisions**

**8.**—(1) The following enactments do not apply in relation to the construction of any work or the carrying out of any operation for the purpose of or in connection with, the construction of the authorised development or any maintenance of any part of the authorised development —

- (a) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw making powers of the authority) to the Water Resources Act 1991(a);
- (b) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991(b);
- (c) sections 23 (prohibition on obstructions etc. in watercourses) and 30 (authorisation of drainage works in connection with a ditch) of the Land Drainage Act 1991(c); and
- (d) the provisions of the Neighbourhood Planning Act 2017(d) in so far as they relate to the temporary possession of land under articles 34 (temporary use of land for carrying out the authorised development) and 35 (temporary use of land for maintaining the authorised development).

(2) 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.

### **Defence to proceedings in respect of statutory nuisance**

**9.** 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 paragraphs (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) and (ga) (noise that is prejudicial to health or nuisance and is emitted from or caused by a vehicle, machinery or equipment in a street or in Scotland, road) 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

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(a) 1991 c. 57. Paragraph 5 was amended by section 100(1) and (2) of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to, the Marine and Coastal Access Act 2009 (c. 23), paragraphs 40 and 49 of Schedule 25 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755. Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995 (c. 25), section 224 of, and paragraphs 20 and 24 of Schedule 16, and Part 5(B) of Schedule 22, to, the I.L. and Coastal Access Act 2009 and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

(b) As substituted by section 31 of, and paragraphs 25 and 38 of Schedule 2 to the Water Management Act 2010 (c.29) and section 86(1) and (3) of the Water Act 2014 (c.21).

(c) 1991 c. 59

(d) 2017 c.20

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 (prior consent for work on construction sites) of the Control of Pollution Act 1974; 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 ;
- (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 CEMP 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 CEMP 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).

## PART 3

### Streets

#### Street works

**10.**—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Part 1 (streets subject to street works) and Part 2 (streets subject to temporary street works) of Schedule 3 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 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 apparatus under the street;
- (e) maintain, alter or renew apparatus under 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

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(a) 1990 c.43.

- (k) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (j).

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

(3) Without limiting the scope of the powers conferred by paragraph (1) but subject to paragraph (4), 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).

(4) The powers conferred by paragraph (3) 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 that receives an application for consent under paragraph (4) 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.

(6) In this article “apparatus” has the same meaning as in Part 3 of the 1991 Act save that “apparatus” includes pipelines (and parts thereof), fibre optic or other telecommunication cables, aerial markers, cathodic protection test posts, field boundary markers, monitoring kiosks, and electricity cabinets.

#### **Power to alter layout, etc. of streets**

**11.—**(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 Part 2 of Schedule 3 (streets subject to temporary street works) 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.
- (j) execute and maintain any works to provide hard and soft landscaping
- (k) carry out re-lining and placement of new temporary markings
- (l) remove and replace kerbs and flume ditches for the purposes of creating permanent and temporary accesses

(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.

### **Application of the 1991 Act**

**12.**—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

- (a) the carrying out of works under articles 10 (street works) and 11 (power to alter layout of streets);
- (b) the temporary restriction, temporary alteration or temporary diversion of a public right of way by the undertaker under article 13 (temporary restriction of a public right of way); and
- (c) the temporary restriction, temporary alteration or temporary diversion of a street by the undertaker under article 14 (temporary restriction of use of streets).

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act<sup>(a)</sup> are—

- (a) subject to paragraph (3), section 55 (notice of starting date of works);
- (b) section 57 (notice of emergency works);
- (c) section 60 (general duty of undertakers to co-operate);
- (d) section 68 (facilities to be afforded to street authority);
- (e) section 69 (works likely to affect other apparatus in the street);
- (f) section 76 (liability for cost of temporary traffic regulation);
- (g) section 77 (liability for cost of use of alternative route); and
- (h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs(a) to (g).

(3) Section 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

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

- (a) section 56(d) (power to give directions as to timing of street works);
- (b) section 56A(e) (power to give directions as to placing of apparatus);
- (c) section 58(f) (restriction on works following substantial road works);
- (d) section 58A(g) (restriction on works following substantial street works);
- (e) section 61(protected streets); and
- (f) schedule 3A(h) (restriction on works following substantial street works).

### **Temporary restriction of public rights of way**

**13.**—(1) The undertaker may, in connection with the carrying out of the authorised development, temporarily restrict, prevent use of or stop up each of the public rights of way specified in column (2) of Schedule 6 (public rights of way to be temporarily restricted) to the

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(a) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c.18)

extent specified in column (3), by reference to the numbered points shown on the access and rights of way plans.

(2) The public rights of way specified in Schedule 6 (public rights of way to be temporarily restricted) may not be temporarily stopped up under this article unless an alternative public right of way is first provided by the undertaker to the reasonable satisfaction of the relevant local highway authority.

(3) The relevant diversion route provided under paragraph (2) will be subsequently maintained by the undertaker until the re-opening of the relevant public right of way specified in paragraph (1).

(4) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) If a local highway authority fails to notify the undertaker fails to notify that any diversion is satisfactory within 28 days of being requested in writing to do so, that diversion will be deemed to have been found satisfactory.

### **Temporary restriction of use of streets**

**14.—**(1) The undertaker, during and for the purposes of carrying out the authorised development, may temporarily stop up, alter or divert any street and may for any reasonable time—

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

(2) Without limiting paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article within the Order limits as a temporary working site.

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

(4) Without limiting paragraph (1), the undertaker may temporarily stop up, alter or divert the streets set out in column (2) of Schedule 5 (streets to be temporarily stopped up or restricted) to the extent specified, by reference to the letters and numbers shown on the works plans, in column (3) of that Schedule.

(5) The undertaker must not temporarily stop up, alter, divert or use as a temporary working site—

- (a) any street other than those referred to in Schedules 5 (streets to be temporarily stopped up or restricted) and 6 (public rights of way to be temporarily restricted) without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 42 days of receiving an application for consent under paragraph (5)(c) that street authority is deemed to have granted consent.

### **Access to works**

**15.—**(1) The undertaker may, for the purposes of the authorised development, form and lay out means of access, 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) Subject to paragraph (3), the power set out in paragraph (1) may not be exercised without the undertaker having first obtained 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. 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.

(3) 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) and Schedule 4 (new means of access).

### **Agreements with street authorities**

- 16.**—(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 or under any part of the authorised development;
  - (b) the strengthening, improvement, repair or reconstruction of any street under the powers conferred by this Order;
  - (c) any stopping up, alteration or diversion of a street authorised by this Order; or
  - (d) the carrying out in the street of any of the works referred to in article 10 (street works).
- (2) Such an agreement may, without prejudice to the generality 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 street authority specifying a reasonable time for completion of the works; and
  - (c) contain such terms as to payment and otherwise as the parties consider appropriate.

### **Use of private roads**

**17.**—(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 (determination of questions of disputed compensation) 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 34 (temporary use of land for carrying out the authorised development) and article 35 (temporary use of land for maintaining the authorised development) is capable of being exercised under those articles in relation to that land.

### **Traffic regulation**

**18.**—(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 42 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) 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(a).

(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 have the same meaning in this article as in that Act.

(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.

## PART 4

### Supplemental powers

#### Discharge of water

**19.—**(1) Subject to paragraphs (3) and (4) below 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 inspect, 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 by the undertaker pursuant to paragraph (1) is determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(b).

(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

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(a) 2004 c.18.

(b) 1991 c.56. Section 106 was amended by sections 43(2) and 35(8)(a) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c.43) and sections 99(2), (4), (5)(a), (5)(b), (5)(c) and 36(2) of the Water Act 2003 (c.37) and section 32, Schedule 3, paragraph 16(1) of the Flood and Water Management Act 2010 c.29.

such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld or delayed.

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

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

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of, or construct any works within any watercourse forming part of a main river, or within 16 metres of a tidally influenced main river without the prior written consent of the Environment Agency or Natural Resources Wales as appropriate.

(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.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(a).

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, Natural Resources Wales, an internal drainage board or a local authority; and
- (b) other expressions, excluding watercourse, used both in this article and in the Environmental Permitting (England and Wales) Regulations 2016 have the same meaning as in those Regulations.

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

### **Maintenance of drainage works**

**20.**—(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(b).

### **Authority to survey and investigate the land**

**21.**—(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 or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes or pits in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;

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(a) S.I. 2016/1154.

(b) 1991 c.59.

- (c) without prejudice to the generality of sub-paragraph (a), carry out environmental, utility or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) The power conferred by sub-paragraph (1)(c) includes without prejudice to the generality of that sub-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) its 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 with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes or pits.

(5) No trial holes or pits are to be made under this article—

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority, but such consent must not be unreasonably withheld or delayed

(6) 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, as if it were a dispute under Part 1 (determination of question of disputed compensation) of the 1961 Act.

(7) If either a highway authority or a 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 sub-paragraph (5)(a) in the case of a highway authority; or (b) under sub-paragraph (5)(b) in the case of a street authority; that authority is deemed to have granted consent.

(8) Section 13 (refusal to give possession to 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.

### **Protective work to buildings**

**22.—**(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 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 first becomes operational.

(3) For the purpose of determining how the powers 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 building any apparatus and equipment for use in connected with the survey.

(4) For the purpose of carrying out protective works to a building under this article, 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 that 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 power under paragraph (1) to carry out protective works to a building;
- (b) a power under paragraph (3) to enter a building and land within its curtilage;
- (c) a power under sub-paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a power under sub-paragraph (4)(b) to enter land,

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 the power and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under sub-paragraph (5)(a), (c) or (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 of 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 powers under this article have been exercised for any loss or damage arising to them by reason of the exercise of the powers.

(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 carried out in the vicinity of the building first becomes operational it appears that the protective works are inadequate to protect the building against damage caused by the carrying out 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) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies in respect of 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 “protective works”, in relation to a building, means—

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

### **Removal of human remains**

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

(2) Before any such remains are removed from the Order land the undertaker must give notice of the intended removal, describing the Order land and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of 2 successive weeks in a newspaper circulating in the area of the authorised development; and
- (b) displaying a notice in a conspicuous place on or near to the Order land.

(3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.

(4) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the specific land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(5) Where a person has given notice under paragraph (4), 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 (10).

(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) 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 summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

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

(8) If—

- (a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order land; or
- (b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of the notice but the person who has received 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 (6) 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 under paragraph (4) relates cannot be identified,

subject to paragraph (9), 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 re-interred 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.

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) 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.

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

- (a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General by the undertaker 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 (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(11) 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.

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

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

## PART 5

### Powers of Acquisition

#### **Compulsory acquisition of land**

**24.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required to carry out or to facilitate, or is incidental to, the authorised development.

(2) This article is subject to paragraph (2) of article 25 (compulsory acquisition of rights and restrictive covenants) and paragraph (8) of article 34 (temporary use of land for carrying out the authorised development).

#### **Time limit for exercise of authority to acquire land compulsorily**

**25.**—(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 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act(b) as applied by article 29 (application of the 1981 Act).

(2) The authority conferred by article 33 (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.

#### **Compulsory acquisition of rights and restrictive covenants**

**26.**—(1) The undertaker may acquire such rights over the Order land or impose restrictive covenants affecting the land as may be required for any purpose for which that land may be acquired under article 23 (compulsory acquisition of land), by creating them as well as acquiring rights already in existence.

(2) Subject to articles 28 (private rights) and 35 (statutory undertakers) in the case of the Order land specified in column (1) of Schedule 8 (land in which only new rights etc. may be acquired) the

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(a) 1857 c.81.

(b) Section 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c.22).

undertaker's powers of compulsory acquisition are limited to the acquisition of new rights in the land or the imposition of restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 3(8) of Schedule 9 (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 the benefit of a restrictive covenant, the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions) 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 of a new right or the imposition of a restrictive covenant.

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

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

#### **Statutory authority to override easements and other rights**

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

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

(2) The undertaker must pay compensation to any person whose land is injuriously affected by—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to use of land arising by virtue of contract, caused by the carrying out or use of the authorised development and the operation of section 158 of the 2008 Act.

(3) The interests and rights to which this article applies are any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support.

(4) Subsection (2) of section 10 of the 1965 Act (further provision as to compensation for injurious affection) applies to paragraph (2) by virtue of section 152(5) of the 2008 Act (compensation in case where no right to claim in nuisance).

(5) Any rule or principle applied to the construction of section 10 of the 1965 Act must be applied to the construction of paragraph (2) with any necessary modifications

#### **Compulsory acquisition of land: minerals**

**28.** Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 are incorporated in this Order, subject to the following modifications—

- (a) paragraph 8(3) is not incorporated;
- (b) for “acquiring authority” substitute “undertaker”;
- (c) for “undertaking” substitute “authorised development”; and
- (d) for “compulsory purchase order” substitute “this Order”.

## Private rights

29.—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 23 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 23—

- (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) (power of entry) of the 1965 Act (a)

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 23 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) 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 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 35 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
  - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
  - (ii) the undertaker's appropriation of the land,
  - (iii) the undertaker's entry onto the land, or
  - (iv) the undertaker taking temporary possession of the land,that any or all of those paragraphs do not apply to any right specified in the notice; or
- (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.

(7) If an agreement referred to in sub-paragraph (6)(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and

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(a) Section 11(1) was amended by sections 186 to 188 of the Housing and Planning Act 2016 (c.22), Schedule 4 to the Acquisition of Land Act 1981 (c.67) a



(b) is expressed to have effect also for the benefit of those deriving title from or under that person,

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

(8) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

### **Application of the 1981 Act**

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

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

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

“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) Omit section 5 (earliest date for execution of declaration).

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

(6) In section 5B(1) (extension of time limit during challenge)—

(a) For “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)”; and

(b) For “the three year period mentioned in section 5A” substitute “the 5 year period mentioned in article 24 (time limit for exercise of authority to acquire land compulsorily) of the HyNet Carbon Dioxide Pipeline Order202[•]”.

(7) In section 6 (notices after execution of declaration) for subsection (1)(b) substitute—

“(1) (b) on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134 of the Planning Act 2008,”.

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

(8) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).

(9) References to the 1965 Act in the 1981 Act are to be constructed 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 31 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of the land under this Order.

### **Acquisition of subsoil or airspace only**

**31.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil or airspace of the land referred to in paragraph (1) of article 23 (compulsory acquisition of land) and paragraph (1) of article 25 (compulsory acquisition of rights and restrictive covenants) 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 or airspace of land under paragraph (1), the undertaker is not to be required to acquire an interest in any other part of the land.

(3) Paragraph (2) does not prevent Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 31 or paragraph 3(8) of Schedule 9 as the case may be) from applying where the undertaker acquires any part of, or rights in a cellar, vault, arch or other construction forming part of a house, building or manufactory.

(4) 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 to the 1965 Act (as modified by article 31 (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) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

### **Modification of Part 1 of the 1965 Act**

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

(2) In section 4A(1) (extension of time limit during challenge) for “section 23 (application to High Court in respect of compulsory purchase order) of the Acquisition of Land Act 1981, the three year period mentioned in section 4” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the 5 year period mentioned in article 24 (time limit for exercise of authority to acquire land compulsorily) of The HyNet Carbon Dioxide Pipeline Order 202[●]”.

(3) In section 11A (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) (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 HyNet Carbon Dioxide Pipeline 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 30(3) (acquisition of subsoil only) of The HyNet Carbon Dioxide Pipeline Order 202[●] which excludes the acquisition of subsoil only from this Schedule”; and

(b) at the end insert—

## **“Part 4**

### **INTERPRETATION**

**30.** In this Schedule, references to entering on and taking possession of land do not include doing so under article 21 (protective work to buildings), article 33 (temporary use of land for carrying out the authorised development) or article 34 (temporary use of land for maintaining the authorised development) of The HyNet Carbon Dioxide Pipeline Order 202[●].

### **Rights under or over streets**

**33.**—(1) The undertaker may enter on and appropriate so much of the subsoil of or air-space over any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or air-space 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) any subway or underground building; or

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

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined as if it were a 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 of 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**

**34.**—(1) The undertaker may, in connection with the carrying out of the authorised development, but subject to article 25 (time limit for exercise of authority to acquire land compulsorily)—

- (a) enter on and take temporary possession of—
  - (i) the land specified in columns (1) and (2) of Part 1 of Schedule 7 (land of which only temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule relating to the part of the authorised development specified in column (4) of that Schedule;
  - (ii) the land specified in columns (1) and (2) of Part 2 Schedule 7 (land of which only temporary possession for access may be taken) for the purpose for the purposes of taking access to and from the authorised development only; and
  - (iii) 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 buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
- (c) construct temporary works (including the provision of means of access), structures and buildings on that land;
- (d) use the land for the purposes of a working site with access to the working site in connection with the authorised development; and
- (e) construct any permanent works specified in relation to that land in column (4) of Part 1 of Schedule 7 (land of which only temporary possession may be taken), or any other mitigation works in connection with the authorised development.

(2) Not less than 3 months 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)(iii).

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

- (a) in the case of land specified in paragraph (1)(a)(i), 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 (4) of Schedule 7 (land of which only temporary possession may be taken); or
- (b) in the case of any land referred to in paragraph (1)(a)(iii), after the end of the period of one year beginning with the date of completion of the work 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) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, 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, or structure removed under this article;
- (b) remove any drainage works installed by the undertaker under this article;
- (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 3 (streets subject to streets works)
- (d) restore the land on which any permanent works (including ground strengthening works) have been constructed under paragraph (1)(e); or
- (e) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development.

(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 powers conferred by 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 as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) 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).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(iii) except that the undertaker is not to be precluded from—

- (a) acquiring new rights over any part of that land under article 26 (compulsory acquisition of rights and restrictive covenants); or
- (b) acquiring any part of the subsoil of (or rights in the subsoil of) that land under article 31 (acquisition of subsoil or airspace only).

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

(10) Section 13(a) (refusal to give possession to acquiring authority) 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 (application of compulsory acquisition provisions) of the 2008 Act.

(11) Paragraph (1) does not authorise the undertaker to take temporary possession of any land which the undertaker is not authorised to acquire under article 24 (compulsory acquisition of land) or article 26 (compulsory acquisition of rights and restrictive covenants).

### **Temporary use of land for maintaining the authorised development**

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

- (a) enter on and take temporary possession of any land within the Order land if such possession is reasonably required for the purpose of maintaining the authorised development; and
- (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.

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

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(a) Section 13 was amended by Tribunals Courts and Enforcement Act 2007 (c.15)

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

(3) Not less than 28 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.

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

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

(6) 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.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) 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 maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

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

(10) Section 13 (refusal to give possession to 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.

(11) In this article "the maintenance period", in relation to any part of the authorised development means the period following completion of that part of the authorised development until the commencement of decommissioning.

### **Statutory undertakers**

**36.—**(1) Subject to the provisions of Schedule 10 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land and described in the book of reference; and
- (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

### **Recovery of costs of new connections**

**37.—**(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 36 (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 36 (statutory undertakers), 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 paragraph—

“public communications provider” has the same meaning as in section 151(1) of the 2003 Act<sup>(a)</sup>; and

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

## PART 6

### Miscellaneous and general

#### **Application of landlord and tenant law**

**38.**—(1) This article applies to any agreement entered into by the undertaker under article 7 (benefit of Order) so far as it relates to the terms on which any land is subject to a lease granted by or under that agreement.

(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.

#### **Felling or lopping of trees and removal of hedgerows**

**39.**—(1) Subject to paragraph (3) the undertaker may fell or lop any tree or shrub, or cut back its roots, within or overhanging land within the Order limits if it reasonably believes it to be necessary to do so to prevent the tree or shrub—

- (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), the undertaker must—

- (a) do no unnecessary damage to any tree or shrub; and
- (b) pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

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(a) 2003 c.21.

(4) The undertaker may, for the purposes of carrying out the authorised development but subject to paragraph (2), remove any hedgerow within the Order limits that is required to be removed.

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

### **Trees subject to Tree Preservation Orders**

**40.**—(1) The undertaker may fell, lop or prune any part of any tree which is within, over or under land within the Order limits 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 as if it were a dispute under Part 1 of the 1961 Act.

### **Crown rights**

**41.**—(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 His 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 His 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 His 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 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.

### **Protective provisions**

**42.** Schedule 10 (protective provisions) has effect.

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(a) S.I 1997/1160

### **Operational land for the purposes of the 1990 Act**

43. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is not to be treated as operational land) of the 1990 Act.

### **Certification of plans, etc.**

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

- (a) the land plans (consisting of a key plan and sheets 1 to 37 inclusive) (document number D 2.2);
- (b) the crown land plans (consisting of a key plan and sheets 1 to 37 inclusive) (document number D 2.3);
- (c) the special category land plans (consisting of a key plan and sheets 1 to 37 inclusive) (document number D 2.6);
- (d) the works plans (consisting of a key plan and sheets 1 to 37 inclusive) (document number D 2.4);
- (e) the general arrangement plans comprising the Block Valve Stations Planning Arrangement, (document number D 2.9); Block Valve Stations Elevations (document number D 2.8); Above Ground Installation Planning Arrangement (document number D 2.12), and Above Ground Installation Elevations (document number D 2.11);
- (f) the book of reference (document number D 4.3);
- (g) the environmental statement (consisting of 4 volumes) (document numbers D 6.11 to D 6.4.19.1);
- (h) the register of environmental actions and commitments (document numbers D 6.5.1);
- (i) the outline construction environment management plan (document number D 6.5.2);
- (j) the landscape and ecology mitigation plans (document number D 6.5.3);
- (k) the outline construction traffic management plan (document number D 6.5.9);
- (l) the outline surface water drainage strategy report and appendices (document number D 6.5.11);
- (m) the outline written scheme of archaeological investigation, (document number [ ]); and

any other plans or documents referred to in this Order as requiring certification, for certification that they are true copies of the documents referred to in this Order.

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

### **Service of notices**

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

- (a) by post;
- (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 service 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 (2) 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 is to 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 must 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 is final and takes 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 does not 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.

### **No double recovery**

**46.** Compensation is not payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law, or under two or more different provisions of this Order.

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(a) 1978 c. 30.

**Requirements, appeals, etc.**

47.—(1) Sub-section (1) of section 78 (right to appeal against planning decisions and failure to take such decision) of the 1990 Act applies to the development consent granted by this Order and to the requirements except that it is modified so as to read for the purposes of this Order only as follows—

(a) after “local planning authority” insert “or Secretary of State”

(b) after subsection (b) insert the following—

“refuse or fails to determine an application for any consent, agreement or approval of that authority required by a requirement imposed on a grant of development consent or contained in a development consent order, or grant it subject to conditions; or”

(c) after Sub-section (1), insert the following—

“(1A) Where the appeal under sub-section (1) relates to a decision by the Secretary of State, the appeal will be decided by a Secretary of State who would not be responsible for determining an application for development consent with the subject matter of The HyNet Carbon Dioxide Pipeline Order202[ ] section 103(1) of the 2008 Act applied.”

(2) Sections 78 (right to appeal against planning decisions and failure to take such decision) and 79 (determination of appeals) of the 1990 Act have effect in relation to any appeal under the terms of this article except that the Secretary of State in question is the Secretary of State who would be responsible for determining an application for development consent with the subject matter of this Order if section 103(1) (Secretary of State is to decide applications) of the 2008 Act applied

**Arbitration**

48.—(1) Any difference under any provision of this Order, unless otherwise provided for, is be referred to and settled in arbitration in accordance with the rules at Schedule 12 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) For the avoidance of doubt, any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not subject to arbitration.

Signed by authority of the Secretary of State for Business, Energy and Industrial Strategy

*Signed*

Head of Energy Infrastructure Planning

Department for Business, Energy and Industrial Strategy

Date

# SCHEDULE 1

Articles 3 and 4

## PART 1

### Authorised development

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

In the County of Cheshire West and Chester

*Work No. 1:* Construction of an AGI at Ince, comprising equipment for the control of the authorised development, within the location shown on Sheet 1 of the Works Plans, including—

- (a) a fenced compound area containing:
  - (i) security lighting;
  - (ii) electrical transformer;
  - (iii) parking;
  - (iv) cathodic protection measures;
  - (v) CCTV cameras, intrusion detection systems and access control systems;
  - (vi) PIG launcher facilities;
  - (vii) connection points;
  - (viii) analyser house;
  - (ix) control mechanisms and electrical and instrumentation kiosk;
  - (x) hard standing;
- (b) above ground control boxes;
- (c) below ground pipework;
- (d) below ground cables and cable ducts;
- (e) hard standing;
- (f) drainage works, including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (g) landscaping.

*Work No. 1A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 1 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 2:* The creation and use of a permanent vehicular access to the authorised development, from Elton Lane (private road), within the location shown on Sheet 1 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 3:* The creation and use of a permanent vehicular access to the authorised development, from the unnamed road within the location shown on Sheet 1 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 4:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 994metres in length and with an external diameter of 20 inches (508 millimetres) between Work No. 1 and Work No. 5 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 1 and 2 of the Works Plans.

*Work No. 5:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 893metres in length and with an external diameter of 20 inches (508 millimetres) between Work No. 4 and Work No. 6 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 2 and 3 of the Works Plans.

*Work No. 5A:* Creation and use of a temporary construction access from Chester Services, within the location shown on Sheet 2 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 5B:* Creation and use of a temporary construction access from A5117, within the location shown on Sheet 2 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No 5C:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including

construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 6:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.6km in length and with an external diameter of 20 inches (508 millimetres) between Work No. 5 and Work No. 7 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 2, 3 and 4 of the Works Plans.

*Work No. 6A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 2, 3 and 4 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 6B:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 2, 3 and 4 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (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.

*Work No. 6C:* Creation and use of a temporary construction access from Old Cryers Lane, within the location shown on Sheets 3 and 4 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 6D:* Creation and use of a temporary construction access from Cryers Lane, within the location shown on Sheets 3 and 4 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing;

- (c) creation of visibility splays.

*Work No. 6E:* Creation and use of a temporary construction access from Cryers Lane, within the location shown on Sheets 3 and 4 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing;

*Work No. 7:* Construction of two underground Carbon Dioxide (CO<sub>2</sub>) pipelines with respective external diameters of 20 inches (508 millimetres) and 36 inches (914.4 millimetres), and respective approximate lengths of 266 metres and 251 metres, from Work No. 6 to Work No. 9 and from Work No.9 to Work No.11, including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 3 and 4 of the Works Plans.

*Work No. 8:* The creation and use of a temporary vehicular access to the authorised development, from A5117 within the location shown on Sheet 1 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing.

*Work No. 9:* Construction of an AGI at Stanlow, comprising equipment for the control of the authorised development, within the location shown on Sheet 3 of the Works Plans, including—

- (a) a fenced compound area containing
  - (i) security lighting;
  - (ii) electrical transformer;
  - (iii) parking;
  - (iv) cathodic protection measures;
  - (v) CCTV cameras, intrusion detection systems and access control systems;
  - (vi) PIG launcher and receiver facilities;
  - (vii) isolation valves;
  - (viii) High Intensity Pressure Protection System;
  - (ix) connection points;
  - (x) analyser house;
  - (xi) control mechanisms and Electrical and instrumentation kiosk;
  - (xii) hard standing.
- (b) below ground pipework;
- (c) above ground control boxes;
- (d) below ground cables and cable ducts;
- (e) hard standing;
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and

- (g) landscaping.

*Work No. 9A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 3 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 10:* The creation and use of a permanent vehicular access to the authorised development, from Pool Lane within the location shown on Sheet 3 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 11:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.1km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 7 and Work No. 12 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 3, 4 and 5 of the Works Plans.

*Work No. 12:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 341 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 11 and Work No. 13 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 4 and 5 of the Works Plans.

*Work No. 12A:* Creation and use of a permanent access from Cryers Lane, within the location shown on Sheet 5 of the Work Plans, including—

- (g) improvement of an existing junction with the public highway;
- (h) improvement of road surfacing and provision of new hard surfacing;

*Work No. 13:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.3km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 12 and Work No. 14 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 5 and 6 of the Works Plans.

*Work No. 13A:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 14:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 41 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 13 and Work No. 15 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 5 and 6 of the Works Plans.

*Work No. 14A:* Creation and use of permanent access from Picton Lane, within the location shown on Sheets 5 and 6 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 15:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.5km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 14 and Work No. 16 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;



- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems.

as shown on Sheets 6 and 7 of the Works Plans.

*Work No. 15A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 6 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (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.

*Work No. 15B:* Creation and use of a temporary construction access from Picton Lane, within the location shown on Sheet 6 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing; and
- (c) creation of visibility splays.

*Work No. 15C:* Creation and use of a permanent access from Picton Lane, within the location shown on Sheet 6 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 16:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 386metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 15 and Work No. 17 including—

- (c) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (d) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (e) installation of underground telecommunications cable;
- (f) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (g) landscaping, ecological and environmental works; and
- (h) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 7 of the Works Plans.

*Work No. 16A:* Creation and use of a permanent access from Picton Lane, within the location shown on Sheet 7 of the Work Plans, including—

- (a) creation of a new bellmouth junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 17:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 807 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 16 and Work No. 18 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works;
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (g) construction of permanent accesses from Wervin Road.

as shown on Sheets 7 and 8 of the Works Plans.

*Work No. 18:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 352 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 17 and Work No. 19 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 8 of the Works Plans.

*Work No. 18A:* Creation and use of a temporary construction access from Caughall Road, within the location shown on Sheet 8 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 19:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.4km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 18 and Work No. 22 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;

- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 8 and 9 of the Works Plans.

*Work No. 19A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 8 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (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.

*Work No. 19B:* Creation and use of a temporary construction access from Croughton Road, within the location shown on Sheet 8 of the Work Plans, including—

- (a) creation of an existing junction with the public highway; and
- (b) construction of road surfacing and provision of new hard surfacing.

*Work No. 19C:* Creation and use of a permanent access from Chorlton Lane, within the location shown on Sheet 8 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 20:* Construction of a BVS at Rock Bank, being a secure compound, comprising a block valve to isolate sections of the new CO<sub>2</sub> pipeline for maintenance purposes or in case of emergency, at the location shown on Sheet 8 of the Works Plans, including—

- (a) a fenced compound area containing
  - (i) security lighting;
  - (ii) block valve;
  - (iii) electrical transformer;
  - (iv) control mechanisms and E&I Kiosk; and
  - (v) hard standing.
- (b) below ground pipework;
- (c) above ground control boxes;
- (d) hard standing;
- (e) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (f) landscaping.

*Work No. 20A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 8 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 21:* The creation and use of a permanent vehicular access to the authorised development, from Chorlton Lane within the location shown on Sheet 8 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 22:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 291 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 19 and Work No. 23 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 9 of the Works Plans.

*Work No. 23:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 545 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 22 and Work No. 24 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 9 of the Works Plans.

*Work No. 23A:* Creation and use of a temporary construction access from Station Road, within the location shown on Sheet 9 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and

- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 23A:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 24:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 286 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 23 and Work No. 25 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 9 of the Works Plans.

*Work No. 24A:* Creation and use of a temporary construction access from Station Road, within the location shown on Sheets 9 and 10 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 25:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.9km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 24 and Work No. 28 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 9, 10 and 11 of the Works Plans.

*Work No. 25A:* Creation and use of a temporary construction access from Station Road, within the location shown on Sheet 10 of the Work Plans, including—

- (a) creation of a new bellmouth junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 26:* Construction of a BVS at Mollington, being a secure compound, comprising a block valve to isolate sections of the new CO<sub>2</sub> pipeline for maintenance purposes or in case of emergency, at the indicative location shown on Sheet 10 and 11 of the Works Plans, including—

- (a) a fenced compound area containing
  - (i) security lighting;
  - (ii) block valve;
  - (iii) electrical transformer;
  - (iv) control mechanisms and E&I Kiosk; and
  - (v) hard standing.
- (b) below ground pipework;
- (c) above ground control boxes;
- (d) hard standing;
- (e) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (f) landscaping.

*Work No. 26A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 10 and 11 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 27:* The creation and use of a permanent vehicular access to the authorised development, from Overwood Lane within the location shown on Sheet 11 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 28:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.2km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 25 and Work No. 29 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 10, 11 and 12 of the Works Plans.

*Work No. 28A:* Creation and use of a temporary construction access from Overwood Lane, within the location shown on Sheets 10 and 11 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 28B:* Creation and use of a permanent access from the A540, within the location shown on Sheet 11 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 28C:* Creation and use of a permanent access from Hermitage Road, within the location shown on Sheet 12 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

In the County of Flintshire

*Work No. 29:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 624 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 28 and Work No. 30 including—

construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;

- (a) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (b) installation of underground telecommunications cable;
- (c) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (d) landscaping, ecological and environmental works; and
- (e) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 12 of the Works Plans.

*Work No. 29A:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 30:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.2km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 28 and Work No. 31 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 12 and 13 of the Works Plans.

*Work No. 30A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 12 and 13 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (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.

*Work No. 30B:* Creation and use of a temporary construction access from the A548, within the location shown on Sheet 12 of the Work Plans, including—

- (a) creation of a new bellmouth junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 30C:* Creation and use of a permanent access from the A548, within the location shown on Sheets 12 and 13 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of bridge road surfacing and provision of new hard surfacing.

*Work No. 30D:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 13 and 14 of the Work Plans, including—

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

*Work No. 30E:* Creation and use of a temporary construction access from the A548, within the location shown on Sheets 13 and 14 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing; and
- (c) creation of visibility splays.

*Work No. 31:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 873 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 30 and Work No. 32 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and



- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 13 and 14 of the Works Plans.

*Work No. 31A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 14 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (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.

*Work No. 31B:* Creation and use of a permanent access from the B5129, within the location shown on Sheet 14 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing; and
- (c) creation of visibility splays.

*Work No. 31C:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 32:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 595 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 31 and Work No. 33 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 14 and 15 of the Works Plans.

*Work No. 32A:* Creation and use of a temporary construction access from the B5129, within the location shown on Sheet 14 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing

*Work No. 33:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 2.5km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 32 and Work No. 34 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 14, 15 and 16 of the Works Plans.

*Work No. 33A:* Creation and use of a permanent access from Chester Road East, within the location shown on Sheet 15 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing

*Work No. 33B:* Creation and use of a permanent access from Moor Lane, within the location shown on Sheet 15 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 33C:* Creation and use of a permanent access from Chester Road East, within the location shown on Sheets 15 and 16 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 34:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 524 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 33 and Work No. 35 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works including removal and reinstatement of the bund along Chester Road; and
- (f) works including diversion or alteration of existing watercourse, creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 16 of the Works Plans.

*Work No. 34A:* Creation and use of a temporary construction access from Glendale Avenue, within the location shown on Sheet 16 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) provision of temporary public right of way diversion, including fencing and signage; and
- (c) improvement of road surfacing and provision of new hard surfacing.

*Work No. 35:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.9km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 34 and Work No. 38 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 16 and 17 of the Works Plans.

*Work No. 35A:* Creation and use of a permanent access from Gladstone Way, within the location shown on Sheet 16 and 17 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 36 –* Construction of a BVS at Aston Hill being a secure compound, comprising a block valve to isolate sections of the new CO<sub>2</sub> pipeline for maintenance purposes or in case of emergency, at the location shown on Sheet 16 and 17 of the Works Plans, including—

- (a) a fenced compound area containing;
  - (i) security lighting;
  - (ii) block valve;
  - (iii) electrical transformer;
  - (iv) control mechanisms and E&I Kiosk; and
  - (v) hard standing.
- (b) below ground pipework;
- (c) above ground control boxes;
- (d) hard standing;
- (e) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (f) landscaping.

*Work No. 36A:* The creation and use of a temporary logistics and construction compound for use during the construction of the authorised development, within the location shown on Sheet 17 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 37:* The creation and use of a permanent vehicular access to the authorised development, from Lower Aston Hall Lane within the location shown on Sheet 17 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 38:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 377 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 35 and Work No. 39 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 17 of the Works Plans.

*Work No. 38A:* Creation and use of a temporary construction access from Lower Aston Hall Lane, within the location shown on Sheet 17 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 38B:* Creation and use of a temporary construction access from Lower Aston Hall Lane, within the location shown on Sheet 17 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 39:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 402 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 38 and Work No. 40 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 17 of the Works Plans.

*Work No. 39A:* Creation and use of a temporary construction access from Upper Aston Hall Lane, within the location shown on Sheet 17 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing

*Work No. 39B:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 40:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 561 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 39 and Work No. 41 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 17 and 18 of the Works Plans.

*Work No. 40A:* Creation and use of a temporary construction access from Old Aston Hill, within the location shown on Sheets 17 and 18 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 40B:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 41:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.1km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 40 and Work No. 42 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 17 and 18 of the Works Plans.

*Work No. 41A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 18 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (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.

*Work No. 41B:* Creation and use of a temporary construction access from the B5125, within the location shown on Sheet 18 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway;
- (b) improvement of road surfacing and provision of new hard surfacing; and
- (c) creation of visibility splays.

*Work No. 41C:* Creation and use of a permanent access from the B5125, within the location shown on Sheet 18 of the Work Plans, including—

- (a) creation of a new bellmouth junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 41D:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 42:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 1.8km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 41 and Work No. 43 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works;
- (f) alteration or removal of existing structures; and
- (g) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 18 and 19 of the Works Plans.

*Work No. 43:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 611 metres in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 42 and Work No. 44 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;

- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheet 19 of the Works Plans.

*Work No. 43A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 19 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 43B:* Creation and use of a permanent access from Pinfold Lane, within the location shown on Sheet 19 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 43C:* Creation and use of a temporary construction access from unnamed road, within the location shown on Sheet 19 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 43D:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 44:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 2.5km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 43 and Work No. 47 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 19 and 20 of the Works Plans.

*Work No. 44A:* The creation and use of a permanent access to the authorised development including creation and/or improvement of road surfacing and provision of new hard surfacing; and a temporary logistics and construction compound for the use during the construction of the

authorised development, within the location shown on Sheet 19 and 20 of the Work Plans, including as temporary works—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 44B:* Creation and use of a temporary construction access from the B5125, within the location shown on Sheet 20 of the Work Plans, including—

- (a) creation of a new bellmouth junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 44C:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 20 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (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.

*Work No. 45:* Construction of an AGI at Northop Hall, comprising equipment for the control and interface of the Stanlow AGI to Flint AGI Pipeline, within the location shown on Sheet 20 of the Works Plans, including—

- (a) a fenced compound area containing;
  - (i) security lighting;
  - (ii) electrical transformer;
  - (iii) parking;
  - (iv) CCTV cameras, intrusion detection systems and access control systems;
  - (v) PIG launcher facilities;
  - (vi) isolation valves;
  - (vii) connection points;
  - (viii) analyser house;
  - (ix) control mechanisms and Electrical and instrumentation kiosk;
  - (x) hard standing;
- (b) below ground pipework;
- (c) above ground control boxes;
- (d) below ground cables and cable ducts;
- (e) hard standing;
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (g) landscaping.



*Work No 45A:* The creation and use of a temporary working area for the use during the construction of the authorised development, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 46:* The creation and use of a permanent vehicular access to the authorised development, from B5125 within the location shown on Sheet 20 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 47:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 2.4km in length and with an external diameter of 36 inches (914.4 millimetres) between Work No. 44 and Work No. 50 including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 20, 21 and 22 of the Works Plans.

*Work No. 47A:* Creation and use of a temporary construction access from Starkey Lane, within the location shown on Sheet 21 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 47B:* Creation and use of a temporary construction access from Starkey Lane, within the location shown on Sheet 21 and 22 of the Work Plans, including—

- (a) improvement of an existing junction with the public highway; and
- (b) improvement of road surfacing and provision of new hard surfacing.

*Work No. 48:* Construction of an AGI at Flint, comprising equipment for the control and interface of Work No. 50, within the location shown on Sheet 22 of the Works Plans, including—

- (a) a fenced compound area containing;
  - (i) security lighting;
  - (ii) electrical transformer;
  - (iii) parking;
  - (iv) cathodic protection measures;
  - (v) CCTV cameras, intrusion detection systems and access control systems;
  - (vi) PIG launcher and receiver facilities;
  - (vii) isolation valves;
  - (viii) connection points;
  - (ix) analyser house;
  - (x) control mechanisms and Electrical and instrumentation kiosk

- (xi) hard standing;
- (b) below ground pipework;
- (c) above ground control boxes;
- (d) below ground cables and cable ducts;
- (e) hard standing;
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (g) landscaping.

*Work No. 48A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 22 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 49:* The creation and use of a permanent vehicular access to the authorised development, from Allt-Goch Lane (east) within the location shown on Sheet 22 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 50:* Construction of an underground Carbon Dioxide (CO<sub>2</sub>) pipeline approximately 422 metres in length and with an external diameter of 24 inches (609.6 millimetres) between Work No. 47 and the existing pipeline including—

- (a) construction and installation of the pipeline by trenched and untrenched methods, including trenchless installation technique pit works, the creation of reception shafts, and launch shafts, and installation of concrete-lined sleeve tunnels;
- (b) installation of pipeline marker posts and cathodic protection test posts along the pipeline route;
- (c) installation of underground telecommunications cable;
- (d) construction of a haul road, temporary construction accesses and working areas and laydown area;
- (e) landscaping, ecological and environmental works; and
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s).

as shown on Sheets 22 and 23 of the Works Plans.

*Work No. 51 –* Construction of a BVS at Cornist Lane being a secure compound comprising a block valve to isolate sections of the new CO<sub>2</sub> pipeline for maintenance purposes or in case of emergency, at the location shown on Sheet 25 of the Works Plans, including—

- (g) a fenced compound area containing;
  - (i) security lighting;
  - (ii) block valve;
  - (iii) electrical transformer;
  - (iv) control mechanisms and E&I Kiosk; and

- (v) hard standing.
- (h) below ground pipework;
- (i) works to connect to the existing pipeline;
- (j) above ground control boxes;
- (k) hard standing;
- (l) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (m) landscaping.

*Work No. 51A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 25 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 51B:* The creation and use of a temporary working area for the use during the construction of Work No. 51, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 52:* The creation and use of a permanent vehicular access to the authorised development, from Cornist Lane within the location shown on Sheet 25 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 53:* – Construction of a BVS at Pentre Halkyn being a secure compound, comprising a block valve to isolate sections of the new CO2 pipeline for maintenance purposes or in case of emergency, at the indicative location shown on Sheet 27 and 28 of the Works Plans, including—

- (a) a fenced compound area containing;
  - (i) security lighting;
  - (ii) block valve;
  - (iii) electrical transformer;
  - (iv) control mechanisms and E&I Kiosk; and
  - (v) hard standing.
- (b) below ground pipework;
- (c) works to connect to the existing pipeline;
- (d) above ground control boxes;
- (e) hard standing;
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (g) landscaping.

*Work No. 53A:* The creation and use of a temporary localised logistics and construction materials storage facility at Work No. 53 for the use during the construction of the authorised development, within the location shown on Sheet 27 and 28 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;

- (c) power supplies and temporary lighting;
- (d) plant storage;
- (e) waste processing and management areas; and
- (f) fencing and gating.

*Work No. 53B:* The creation and use of a temporary working area for the use during the construction of Work No. 53, within the location shown on the Work Plans including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 54:* The creation and use of a permanent vehicular access to the authorised development, from B5121 within the location shown on Sheet 27 and 28 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No. 55:* – Construction of a BVS at Babell being a secure compound comprising a block valve to isolate sections of the new CO2 pipeline for maintenance purposes or in case of emergency, at the location shown on Sheet 29 of the Works Plans, including—

- (a) a fenced compound area containing;
  - (i) security lighting;
  - (ii) block valve;
  - (iii) electrical transformer;
  - (iv) control mechanisms and E&I Kiosk; and
  - (v) hard standing.
- (b) below ground pipework;
- (c) works to connect to the existing pipeline;
- (d) above ground control boxes;
- (e) hard standing;
- (f) drainage works including creation of connections to existing drainage and creation of new sustainable drainage systems including attenuation pond(s); and
- (g) landscaping.

*Work No. 55A:* The creation and use of a temporary logistics and construction compound for the use during the construction of the authorised development, within the location shown on Sheet 29 and 30 of the Work Plans, including—

- (a) office, welfare and security facilities;
- (b) a parking area;
- (c) plant and materials storage;
- (d) waste processing and management areas; and
- (e) fencing and gating.

*Work No. 55B:* The creation and use of a temporary working area for the use during the construction of Work No.55, within the location shown on the Work Plans, including construction of a haul road, temporary construction accesses and working areas and laydown areas.

*Work No. 56:* The creation and use of a permanent vehicular access to the authorised development, from Racecourse Lane within the location shown on Sheet 29 and 30 of the Works Plans, including—

- (a) improvement of road surfacing and provision of new hard surfacing;
- (b) creation of a new bellmouth junction and visibility splays; and
- (c) installation of utilities.

*Work No 57:* the provision of environmental and ecological mitigation for the authorised development including landscaping, woodland and hedgerow planting, scrub planting, riparian planting, habitat creation, fencing and gating, comprising:

#### **In the County of Cheshire West and Chester**

*Work No. 57A:* Creation of environmental mitigation, east of Cryers Lane, at the location shown on Sheets 2, 3 and 4 of the Works Plans, including woodland planting.

*Work No. 57B:* Creation of environmental mitigation south-west of Stanlow AGI, at the location shown on Sheets 3 and 4 of the Works Plans, including woodland planting.

*Work No. 57C:* Creation of environmental mitigation north of the M56 at the location shown on Sheets 4 and 5 of the Works Plans, including woodland planting.

*Work No. 57D:* Creation of environmental mitigation south of the M56 at the location shown on Sheets 4 and 5 of the Works Plans, including woodland planting.

*Work No. 57E:* Creation of environmental mitigation east of River Gowy / south of M56 at the location shown on Sheets 5 and 6 of the Works Plans, including woodland planting.

*Work No. 57F:* Creation of environmental mitigation west of River Gowy / south of M56 at the location shown on Sheets 5 and 6 of the Works Plans, including –

- (a) woodland planting to create new woodland block west of River Gowy; and
- (b) riparian planting along western bank of River Gowy and connected ditch.

*Work No. 57G:* Creation of environmental mitigation north of the Shropshire Union Canal / west of Liverpool Road at the location shown on Sheet 9 of the Works Plans, including woodland planting.

#### **In the County of Flintshire**

*Work No. 57H:* Creation of environmental mitigation east of the A494 at the location shown on Sheet 17 of the Works Plans, including—

- (a) woodland planting; and
- (b) scrub planting over the pipeline.

*Work No. 57I:* Creation of environmental mitigation west of Church Lane at the location shown on Sheet 17 and 18 of the Works Plans, including—

- (a) woodland planting; and
- (b) scrub planting over the easement, where the pipeline is laid, and over known utilities locations.

*Work No 57J:* Creation of environmental mitigation on land east of Alltami Brook at the location shown on Sheet 19 of the Works Plans, including—

- (a) creation of new woodland block; and
- (b) scrub planting over the pipeline.

*Work No 57K:* Creation of environmental mitigation at Alltami Brook at the location shown on Sheet 19 of the Works Plans, including—

- (a) woodland planting either side of the pipeline;
- (b) scrub planting over the pipeline; and
- (c) riparian planting along the edge of the brook.

*Work No 57L:* Creation of environmental mitigation east of Brookside at the location shown on Sheets 19 and 20 of the Works Plans, including—

- (a) woodland planting;

- (b) scrub planting over known utilities' locations; and
- (c) riparian planting buffer along the southern edge of the order limits adjacent to ditch, should trees along the boundary be removed. Else, continuation of woodland planting only.

*Work No 57M:* Creation of environmental mitigation east of Northop Hall AGI at the location shown on Sheet 20 of the Works Plans, including –

- (a) woodland planting;
- (b) scrub planting over the pipeline.

and in connection with Work Nos. 1 to 56 and to the extent that they do not otherwise form part of any such work development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

- (a) temporary works for the benefit or protection of land, watercourses or structures affected by the authorised development;
- (b) site clearance (including fencing and demolition of existing structures);
- (c) earthworks (including soil stripping and storage, site levelling and alteration of ground levels), and remediation of contamination if present;
- (d) works to alter the position of apparatus at or below ground level including mains, sewers, drains and cables and also including below ground structures associated with that apparatus;
- (e) watercourse and other temporary crossings;
- (f) means of access and other vehicular and/or pedestrian means of access, including creation of new tracks and footpaths, and/or widening, upgrades, alterations and improvements of existing roads, tracks and footpaths / alteration of layout of streets to form temporary and permanent accesses, altering the level of any kerb, footway or verge within a street and surface treatments; diversions during construction of existing access routes and subsequent reinstatement of existing routes;
- (g) surface water management systems, temporary drainage during installations;
- (h) landscaping works/ landscaping, planting, vegetation removal, trimming and lopping of trees, tree planting and erection of permanent means of enclosure and boundary facilities including fences and gates, alteration of drains and ditches; / bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (i) manholes, marker posts, underground markers, tiles and tape;
- (j) works for the provision or relocation of apparatus including cabling, water and electricity supply works, foul drainage provision; and
- (k) works of restoration.

## PART 2

### Ancillary works

Works within the Order limits which fall within the scope of the work assessed by the environmental statement comprising works for the benefit or protection of land affected by the authorised development.

## Requirements

## PART 1

## Requirements

**Interpretation****1.** In this Schedule—

“AOD” means above Ordnance Datum;

“CEMP” means construction environment management plan;

“commissioning” means the process during which plant components and systems forming part of the authorised development, having been constructed or modified, are made operational and are tested and verified to be in accordance with design assumptions and to have met the appropriate safety criteria;

“contaminated land” has the same meaning as that given in section 78A of the Environmental Protection Act 1990(a);

“CTMP” construction traffic management plan;

“discharging authority” means any body responsible for giving any consent, agreement or approval required by a requirement included in Part 1 of this Schedule, or for giving any consent, agreement or approval further to any document referred to in any such requirement;

“LEMP” means the landscape and ecology management plans;

“REAC” means the register of environmental actions and commitments; and

“requirement consultee” means any body named in a requirement as a body to be consulted by the discharging authority in discharging that requirement.

**Time limits**

**2.**—(1) The authorised development must not commence later than the expiration of 5 years beginning with the date on which this Order comes into force.

(2) Notice of commencement of the authorised development must be given to the relevant planning authorities within 7 days of the date on which the authorised development is commenced.

**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 plan indicating when each stage will be constructed has been submitted to each relevant planning authority.

**Scheme design**

**4.**—(1) Works Nos. 1, 9, 20, 26, 36, 45, 48, 51, 53, and 56 must be carried out in general accordance with the general arrangement plans.

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

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(a) 1990 c.43.

(3) The authorised development must be designed in accordance with the parameters specified in Table 1 below and the works plans and constructed in accordance with approved plans and any other approvals given by the relevant planning authority pursuant to these requirements.

**Table 1**

| <i>Work Type</i>      | <i>Parameter</i>                                                                              | <i>Part(s) of the authorised development</i>      | <i>Maximum value(s) and unit</i> |
|-----------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------|
| AGI                   | Maximum fenced area of Ince AGI                                                               | Work No. 1                                        | 1,800m <sup>2</sup>              |
| AGI                   | Maximum fenced area of Stanlow AGI                                                            | Work No. 9                                        | 2,656m <sup>2</sup>              |
| AGI                   | Maximum fenced area of Northop Hall AGI                                                       | Work No.45                                        | 1,155m <sup>2</sup>              |
| AGI                   | Maximum fenced area of Flint AGI                                                              | Work No.48                                        | 5,600m <sup>2</sup>              |
| AGI                   | Maximum height of buildings and structures including operational fencing and lighting columns | Work Nos. 1, 9, 45 and 48                         | 5m from ground level             |
| AGI                   | Maximum width of new permanent accesses                                                       | Work Nos. 2, 8, 10, 46 and 49                     | 6m                               |
| AGI                   | Maximum height of fencing and gating                                                          | Work No. 1, 9, 45, 48                             | 3.5m from ground level           |
| BVS                   | Maximum fenced area of BVS                                                                    | Work No. 20, 26, 36, 51, 53, 55                   | 1,050m <sup>2</sup>              |
| BVS                   | Maximum height of buildings and structures including lighting columns                         | Work Nos. 20, 26, 36, 51, 53 and 55               | 5m from ground level             |
| BVS                   | Maximum height of fencing and gating                                                          | Work Nos. 20, 26, 36, 51, 53 and 55               | 3m from ground level             |
| BVS                   | Maximum width of new permanent accesses                                                       | Work No. 21, 27, 37, 52, 54 and 56                | 6m                               |
| Construction compound | Maximum height of fencing and gating                                                          | Work No. 6B, 15A, 19A, 30A, 30D, 31A, 41A and 44C | 2.4m from ground level           |
| Construction Compound | Maximum fenced area of Stanlow Compound                                                       | Work No. 6B                                       | 66,000m <sup>2</sup>             |
| Construction Compound | Maximum fenced area of Picton Lane Compound                                                   | Work No. 15A                                      | 32,000m <sup>2</sup>             |
| Construction Compound | Maximum fenced area of Chorlton Lane Compound                                                 | Work No. 19A                                      | 41,000m <sup>2</sup>             |
| Construction Compound | Maximum fenced area of Wood Farm Compound                                                     | Work No. 30D                                      | 90,000m <sup>2</sup>             |
| Construction Compound | Maximum fenced area of Sealand Road Compound                                                  | Work No. 30A                                      | 48,000m <sup>2</sup>             |
| Construction Compound | Maximum fenced area of River Dee                                                              | Work No. 31A                                      | 43,000m <sup>2</sup>             |



|                       |                                                          |              |          |
|-----------------------|----------------------------------------------------------|--------------|----------|
| Construction Compound | Compound<br>Maximum fenced area of Shotton Lane Compound | Work No. 41A | 37,000m2 |
| Construction Compound | Compound<br>Maximum fenced area of Northop Hall Compound | Work No. 44C | 35,000m2 |

(4) The buildings and structures identified in Table 1 must only be constructed within the area for the work of which they form part as shown in the works plans.

(5) Work No. 43 may not be commenced until details of the design and construction methodology of that Work have been submitted to and approved by the relevant planning authority following consultation with Natural Resources Wales.

(6) The details submitted under sub-paragraph (5) must be accompanied by a geomorphological assessment of the area of the Alltami Brook which will be affected by the authorised development, and a report setting out how that assessment has been taken into account in preparing the detailed design and specifying:

- (a) how Work No. 43 has been micro-siting to avoid the most sensitive areas of the Alltami Brook as identified in the geomorphological assessment;
- (b) the width of any strip permanent bedrock removal within the Alltami Brook, which may not exceed a maximum of 4m wide;
- (c) the temporary working width in the riparian habitat related to the Alltami Brook, which may not exceed to be a maximum of 16m; and
- (d) the design of the reinstatement of the Alltami Brook.

### **Construction environmental management plan**

5.—(1) No stage of the authorised development can commence until a CEMP which includes that stage and approved by the relevant planning authority following consultation with [TBC].

(2) The CEMP must be substantially in accordance with the outline construction environment management plan and include management plans, working methods and mitigation measures including—

- (a) details of lighting during construction;
- (b) noise and vibration management plan;
- (c) dust management plan;
- (d) odour management plan
- (e) material management plan;
- (f) soil management plan;
- (g) pet management plan; and
- (h) waste management plan;
- (i) groundwater management and monitoring plan;
- (j) bio-security management plan;
- (k) surface water management plan;
- (l) dewatering plan; and
- (m) stakeholder communication plan.

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

(4) Each stage of the authorised development must be undertaken in accordance with the approved CEMP for that stage, or with such changes to that document as agreed by the relevant planning authority.

### **Construction traffic**

6.—(1) Save in respect of matters approved in accordance with articles 13 (temporary restriction of public rights of way) and 14 (temporary restriction of use of streets) no stage of the authorised development must commence until a CTMP for that stage, in accordance with the outline construction traffic management plan, has been submitted to and approved by the relevant planning authority following consultation with the relevant highway authority.

(2) The CTMP for each stage must include a construction logistics plan to manage delivery of goods and materials.

(3) The CTMP for each stage must include a construction workers travel plan in accordance with the interim workers travel plan and include measures to be taken to promote sustainable travel options and minimise use of private vehicles.

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

### **Highway accesses**

7.—(1) Construction of any new permanent or temporary means of access to a highway, or alteration, or use of an existing means of access to a highway, shall not commence until an access plan for that access has been submitted to and approved by the relevant highway authority.

(2) The access plan must include details of the siting, design, layout, visibility splays, access management measures and a maintenance programme relevant to the access it relates to.

(3) The relevant highway authority must be consulted on the access plan before it is submitted for approval.

(4) The highway accesses (including visibility splays) must be constructed and maintained in accordance with the approved details.

### **Surface water drainage**

8.—(1) No development of Work Nos.20, 26, 51 and 53 must commence until, for that stage, a surface water drainage plan for permanent works relevant to that stage, in accordance with the relevant part of the outline surface water drainage strategy report and appendices has been submitted to and approved by the relevant planning authority or, where applicable, the Environment Agency and/or NRW 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 19 (discharge of water) must be made until details of the location and rate of discharge have been submitted to the relevant planning authority or, where applicable, the Environment Agency and/or Natural Resources Wales and/or the Lead Local Flood Authority.

### **Contaminated land and groundwater**

9.—(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 determined by the relevant planning authority to be required having had regard to the results of an investigation and risk assessment carried out under sub-paragraph (2), 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**

**10.**—(1) The authorised development must be undertaken in accordance with the outline archaeological written scheme of investigation.

(2) No stage of the authorised development with the potential to affect buried archaeological assets must commence until a written scheme for the investigation of areas of archaeological interest relevant to that stage (if any) as identified in the outline archaeological written scheme of investigation has been submitted to and approved by the relevant planning authority following consultation with Historic England or CADW as appropriate.

(3) The scheme approved under sub-paragraph (1) must be substantially in accordance with the outline written scheme of archaeological investigation, and identify the measures to be taken to investigate, protect, record or preserve any significant archaeological remains that may be found.

(4) Any archaeological works carried out under the approved scheme must be carried out by an organisation registered with the Chartered Institute for Archaeologists or by a member of that Institute.

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

### **Landscape and ecological management plan**

**11.**—(1) Subject to sub-paragraph (3), no stage of the authorised development must commence until a LEMP, for that stage, substantially in accordance with the outline landscape and ecological management plan, has been submitted to and approved by the relevant planning authority.

(2) The LEMP must include:

- (a) an implementation timetable;
- (b) the mitigation measures to be secured by the LEMP as set out in the REAC.
- (c) measures for the protection of ancient woodland areas detailed within an arboricultural method statement and shown on a tree protection plan; and
- (d) measures for the protection of existing features adjacent to the Works as detailed in the Environmental Statement;

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.

### **Ecological surveys**

**12.** No stage of the authorised development may commence until it has been established by survey work whether any European protected species are present within the Order limits or may be affected by that stage of the authorised development.

### **Construction hours**

**13.**—(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), 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 necessary continue or take place 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.

(5) In this Requirement—

“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

“non-intrusive activities” means activities which would not create any discernible light, noise or vibration outside the Order limits.

### **Operational noise**

**14.**—(1) Between 23.00 and 07.00 hours, noise arising from normal operation of the AGIs and BVSs may not exceed the rating levels identified in Table 15-24 of the environmental statement. Rating levels are applicable as a free field noise level at 1m from at any residential properties at locations are also shown in Table 15-24 which are lawfully inhabited at the date of the making of this Order.

(2) The level set out in sub-paragraph (1) is to be as measured in accordance with British Standard 4142:2014+A1:2019 (Methods for rating and assessing industrial and commercial sound) and British Standard 7445-3:1991 (Description and measurement of environmental noise. Guide to application to noise limits) or any standards replacing those.

(3) Prior to the commencement of the authorised development, the undertaker must submit a plan to the relevant planning authorities for approval detailing how noise monitoring will be undertaken within a six month period beginning with the date of first operation of the authorised development. That plan must specify a monitoring location point for each AGI and BVS, which must be in as close proximity as the undertaker can lawfully access, or at a point representative of, the residential properties shown in Table 15-24 of the environmental statement.

(4) Noise monitoring must be undertaken by the undertaker in accordance with the plan approved under sub-paragraph (3); and the results of this monitoring must be submitted by the undertaker to the relevant planning authority at the intervals set out in the plan.

(5) Where the results of the monitoring undertaken in accordance with sub-paragraphs (3) and (4), show any exceedance of the level set out in sub-paragraph (1), the undertaker must, within 10 working days, submit to the relevant planning authority for approval a mitigation plan detailing how the exceedance will be mitigated and including a timetable for carrying out any works required to deliver such mitigation.

(6) The undertaker must comply with any plan approved under sub-paragraph (5).

### **Restoration of land**

**15.** Subject to article 34 (temporary use of land for carrying out the authorised project)], any land within the Order limits which is used temporarily for or in connection with construction must

be reinstated to a condition fit for its former use, or such other condition as the relevant planning authority may approve, within 12 months of completion of the authorised project.

### **Post-construction environmental management plans**

**16.—**(1) The undertaker must, no later than three months prior to the planned completion of commissioning of the authorised development, submit to the relevant planning authorities an operational and maintenance environment management plan which details in the monitoring and management requirements of the authorised development, including post-construction monitoring.

(2) The operational and maintenance environment management plan submitted under sub-paragraph (1) must be developed having regard to the approved CEMPs and the LEMP and include such operational monitoring, maintenance and management works as are required by the;

- (a) outline construction environment management plan; and
- (b) the REAC.

(3) The undertaker must, no later than six months prior to the planned permanent cessation of operation of the authorised development, submit to the relevant planning authorities for approval a decommissioning environmental management plan.

(4) The decommissioning environmental management plan submitted under sub-paragraph (1) must include- the details required by the demolition management plan and specifically including:

- (a) details of any below ground apparatus to be left in situ
- (b) method statements for the decommissioning and dismantlement of above ground infrastructure;
- (c) traffic management plan for the decommissioning works;
- (d) waste management plan for the decommissioning works; and
- (e) written approval.

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**

**17.—**(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**

18. 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.

## **PART 2**

### **Applications made under requirements**

19.—(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 23, the day immediately following that on which the application is received by the authority;
- (b) where further information is requested under requirement 23, 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.

### **Multiple relevant authorities**

20. 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**

21.—(1) Where an application has been made under requirement 20 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 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 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 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**

**22.**—(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**

**23.**—(1) The undertaker may appeal if—

- (a) the relevant authority refuses an application for—
  - (b) any consent, agreement or approval required by a requirement or any document referred to in any requirement; or
  - (c) any other consent, agreement or approval required under this Order, or grants it subject to conditions to which the undertaker objects;
  - (d) having received a request for further information under requirement 20 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
  - (e) 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**

**24.**—(1) On an appeal under requirement 24, 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 24. 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.

(3) 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.

(4) 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.

(5) 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.

(6) Except where a direction is given pursuant to sub-paragraph (7) 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.

(7) 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 Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

(8) Interpretation: 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

### Streets subject to street works

#### PART 1

Articles 10 and 11

#### Streets subject to permanent street works

| <i>(1) Area</i>                            | <i>(2) Streets subject to street works</i>        | <i>(3) Description of the street works</i>                                                                                                                             |
|--------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | Private roads being Perimeter Road and Elton Lane | Works for the installation and maintenance of access for Work No. 3 between the points marked 1-A and 1-B and 1-C and 1-D on sheet 1 of the access rights of way plans |
| In the County of Cheshire West and Chester | Private roads being unnamed road off Pool Lane    | Works for the installation and maintenance of access for Work No. X between points marked 3-D and 3-E on sheet 3 of the access and rights of way plans                 |

#### PART 2

Article 10

#### Streets subject to temporary street works

| <i>(1) Area</i>                            | <i>(2) Streets subject to street works</i> | <i>(3) Description of the street works</i>                                                                                                                                                             |
|--------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | B5132 (Cryers Lane)                        | Works for the installation, use, maintenance and restoration of temporary access and any required visibility splays between points marked 4-A and 4-B on sheet 4 of the access and rights of way plans |
| In the County of Cheshire West and Chester | B5132 (Cryers Lane)                        | Works for the installation, use, maintenance and restoration of temporary access between points marked 4-E and 4-F on sheet 4 of the access and rights of way plans                                    |
| In the County of Cheshire West and Chester | Thornton Green Lane                        | Works for the installation, use, maintenance and restoration of temporary access between points marked 5-B and 5-C on sheet 5 of the access and rights of way plans                                    |
| In the County of Cheshire West and Chester | Unnamed private track off Halls Green Lane | Works for the installation, use, maintenance and restoration of temporary access between points marked 5-I and 5-J on sheet 5 of the access and rights of way plans                                    |

|                                            |                                           |                                                                                                                                                                                                        |
|--------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | Unnamed private track off Ince Lane       | Works for the installation, use, maintenance and restoration of temporary access between points marked 5-K and 5-L on sheet 5 of the access and rights of way plans                                    |
| In the County of Cheshire West and Chester | Picton Lane                               | Works for the installation, use, maintenance and restoration of temporary access and any required visibility splays between points marked 6-F and 6-G on sheet 6 of the access and rights of way plans |
| In the County of Cheshire West and Chester | Caughall Road and Croughton Road          | Works for the installation, use, maintenance and restoration of temporary access between points marked 8-B and 8-C on sheet 8 of the access and rights of way plans                                    |
| In the County of Cheshire West and Chester | Chorlton Lane                             | Works for the installation, use, maintenance and restoration of temporary access between points marked 8-G and 8-H on sheet 8 of the access and rights of way plans                                    |
| In the County of Cheshire West and Chester | Croughton Road                            | Works for the installation, use, maintenance and restoration of temporary access at the point marked 8-K on sheet 8 of the access rights of way plans                                                  |
| In the County of Cheshire West and Chester | Unnamed private track off Stanney Lane    | Works for the installation, use, maintenance and restoration of temporary access between points marked 8-L and 8-M on sheet 8 of the access and rights of way plans                                    |
| In the County of Cheshire West and Chester | Station Road                              | Works for the installation, use, maintenance and restoration of temporary access at the point marked 10-A on sheet 10 of the access and rights of way plans                                            |
| In the County of Cheshire West and Chester | Grove Road                                | Works for the installation, use, maintenance and restoration of temporary access between points marked 10-C and 10-D on sheet 10 of the access and rights of way plans                                 |
| In the County of Cheshire West and Chester | Overwood Lane                             | Works for the installation, use, maintenance and restoration of temporary access between points marked 10-K and 10-L on sheet 10 of the access and rights of way plans                                 |
| In the County of Cheshire West and Chester | Kingswood Lane (Byway Open to all Traffic | Works for the installation, use, maintenance and restoration of                                                                                                                                        |

|                             |                                         |                                                                                                                                                                                                           |
|-----------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | 263/BY11/1)                             | temporary access between points marked 11-E and 11-F on sheet 11 of the access and rights of way plans                                                                                                    |
| In the County of Flintshire | Sealand Road                            | Works for the installation, use, maintenance and restoration of temporary access and any required visibility splays between points marked 13-E and 13-F on sheet 13 of the access and rights of way plans |
| In the County of Flintshire | Flint Road                              | Works for the installation, use, maintenance and restoration of temporary access and any required visibility splays between points marked 14-A and 14-B on sheet 14 of the access rights of way plans     |
| In the County of Flintshire | Unnamed private tracks off Flint Road   | Works for the construction of Work No. X between points marked 14-F, 14-G and 14-H on sheet 14 of the access and rights of way plans                                                                      |
| In the County of Flintshire | Unnamed private tracks off Chester Road | Works for the installation, use, maintenance and restoration of temporary access between points marked 15-A, 15-B, 15-C and 15-D on sheet 15 of the access and rights of way plans                        |
| In the County of Flintshire | Moor Lane                               | Works for the installation, use, maintenance and restoration of temporary access between points marked 15-I and 15-J on sheet 15 of the access and rights of way plans                                    |
| In the County of Flintshire | Unnamed private road off Chester Road   | Works for the installation, use, maintenance and restoration of temporary access between points marked 15-K and 15-L on sheet 15 of the access rights of way plans                                        |
| In the County of Flintshire | Unnamed private track off Colliery Lane | Works for the installation, use, maintenance and restoration of temporary access between points marked 16-H and 16-I on sheet 16 of the access rights of way plans                                        |
| In the County of Flintshire | Colliery Lane                           | Works for the installation, use, maintenance and restoration of temporary access between points marked 16-J and 16-K on sheet 16 of the access rights of way plans                                        |
| In the County of Flintshire | Lower Aston Hall Lane                   | Works for the installation, use, maintenance and restoration of temporary access between points marked 17-C and 17-D                                                                                      |

|                             |                                 |                                                                                                                                                                                                                     |
|-----------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Flintshire | Shotton Lane                    | on sheet 17 of the access rights of way plans<br>Works for the installation, use, maintenance and restoration of temporary access between points marked 18-B and 18-C on sheet 18 of the access rights of way plans |
| In the County of Flintshire | B5125 (Holywell Road)           | Works for the installation, use, maintenance and restoration of temporary access and any required visibility splays between points marked 18-G and 18-H on sheet 18 of the access and rights of way plans           |
| In the County of Flintshire | Green Lane                      | Works for the installation, use, maintenance and restoration of temporary access and any required visibility splays between points marked 18-R and 18-Q on sheet 18 of the access and rights of way plans           |
| In the County of Flintshire | Pinfold Lane                    | Works for the installation, use, maintenance and restoration of temporary access between points marked 19-A and 19-B on sheet 19 of the access rights of way plans                                                  |
| In the County of Flintshire | Brookside and Brookside Terrace | Works for the installation, use, maintenance and restoration of temporary access between points marked 20-B and 20-C on sheet 20 of the access and rights of way plans                                              |
| In the County of Flintshire | B5125 (Village Road)            | Works for the installation, use, maintenance and restoration of temporary access between points marked 20-I and 20-J on sheet 20 of the access and rights of way plans                                              |
| In the County of Flintshire | Starkey Lane                    | Works for the installation, use, maintenance and restoration of temporary access between points marked 21-D and 21-E on sheet 21 of the access and rights of way plans                                              |

## SCHEDULE 4

### New means of access

New permanent means of access from the public highway.

## PART 1

Article 15

Highways to be stopped up for which no substitute is to be provided

| <i>(1) Area</i>                            | <i>(2) Street</i>     | <i>(3) Description of relevant part of access</i>                                                                                                                    |
|--------------------------------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | Overwood Lane         | Works for the installation, use and maintenance of a new access between points marked 11-A and 11-B on sheet 11 of the access and rights of way plans                |
| In the County of Flintshire                | Station Road          | Works for the installation, use and maintenance of a new access for Work No. X at a point marked 12-C on sheet 12 of the access and rights of way plans              |
| In the County of Flintshire                | Lower Aston Hall Lane | Works for the installation, use and maintenance of a new access for Work No. X between points marked 17-A and 17-B on sheet 17 of the access and rights of way plans |
| In the County of Flintshire                | B5125 (Village Road)  | Works for the installation, use and maintenance of a new access for Work No. X between points marked 20-F and 20-G on sheet 20 of the access and rights of way plans |
| In the County of Flintshire                | Alt-Goch Lane         | Works for the installation, use and maintenance of a new access for Work No. X between points marked 22-G and 22-H on sheet 22 of the access and rights of way plans |

## PART 2

Article 15

New temporary means of access from the public highway

| <i>(1) Area</i>                            | <i>(2) Street</i> | <i>(3) Description of relevant part of access</i>                                                                                                           |
|--------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | Croughton Road    | Works for the installation, use, maintenance and restoration of temporary access at the point marked 8-K on sheet 8 of the access rights of way plans       |
| In the County of Cheshire West and Chester | Station Road      | Works for the installation, use, maintenance and restoration of temporary access at the point marked 10-A on sheet 10 of the access and rights of way plans |
| In the County of Flintshire                | Station Road      | Works for the installation, use, maintenance and restoration of                                                                                             |

|                             |              |                                                                                                                                                                                                                                                            |
|-----------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Flintshire | Pinfold Lane | temporary access at the point marked 18-K on sheet 18 of the access and rights of way plans<br>Works for the installation, use, maintenance and restoration of temporary access at the point marked 19-C on sheet 19 of the access and rights of way plans |
|-----------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PART 3

Article 15

New private means of access

| <i>(1) Area</i>                            | <i>(2) Street</i>                                 | <i>(3) Description of relevant part of access</i>                                                                     |
|--------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | Private roads being Perimeter Road and Elton Lane | Access over existing private roads between the points marked 1-A and 1-B on sheet 1 of the access rights of way plans |
| In the County of Cheshire West and Chester | Private roads being unnamed road off Ash Road     | Access over a new access between the points marked 1-G to 1-H on sheet 1 of the access rights of way plans            |
| In the County of Cheshire West and Chester | Private roads being unnamed road off Ash Road     | Access over existing field access at the point marked 1-I on sheet 1 of the access rights of way plans                |
| In the County of Cheshire West and Chester | A5117                                             | Access over existing field access at the point marked 3-F on sheet 3 of the access rights of way plans                |
| In the County of Cheshire West and Chester | B5132 (Cryers Lane)                               | Access over existing field access at the point marked 4-G on sheet 4 of the access rights of way plans                |
| In the County of Cheshire West and Chester | Thornton Green Lane                               | Access over existing field access at the point marked 5-A on sheet 5 of the access rights of way plans                |
| In the County of Cheshire West and Chester | Thornton Green Lane                               | Access over existing field access at the point marked 5-D on sheet 5 of the access rights of way plans                |
| In the County of Cheshire West and Chester | B5132 (Cryers Lane)                               | Access over existing field access at the point marked 5-E on sheet 5 of the access rights of way plans                |
| In the County of Cheshire West and Chester | Unnamed private track off Halls Green Lane        | Access over existing field access at the point marked 5-F on sheet 5 of the access rights of way plans                |
| In the County of Cheshire                  | Unnamed private track off                         | Access over existing private                                                                                          |

|                                            |                                  |                                                                                                                      |
|--------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------|
| West and Chester                           | Picton Lane                      | road between the points marked 6-I and 6-J on sheet 6 of the access rights of way plans                              |
| In the County of Cheshire West and Chester | Wervin Road                      | Access over existing field access at the point marked 7-B on sheet 7 of the access rights of way plans               |
| In the County of Cheshire West and Chester | Wervin Road                      | Access over existing field access at the point marked 7-C on sheet 7 of the access rights of way plans               |
| In the County of Cheshire West and Chester | Caughall Road and Croughton Road | Access over existing field access at the point marked 8-D on sheet 8 of the access rights of way plans               |
| In the County of Cheshire West and Chester | Chorlton Lane                    | Access over existing field access at the point marked 8-E on sheet 8 of the access rights of way plans               |
| In the County of Cheshire West and Chester | Chorlton Lane                    | Access over existing field access at the point marked 8-F on sheet 8 of the access rights of way plans               |
| In the County of Cheshire West and Chester | Chorlton Lane                    | Access over existing field access between the points marked 8-I and 8-J on sheet 8 of the access rights of way plans |
| In the County of Cheshire West and Chester | A41 (Liverpool Road)             | Access over existing field access at the point marked 9-B on sheet 9 of the access rights of way plans               |
| In the County of Cheshire West and Chester | Station Road                     | Access over a new access at a point marked 10-A on sheet 10 of the access and rights of way plans                    |
| In the County of Cheshire West and Chester | Station Road                     | Access over existing field access at the point marked 10-B on sheet 10 of the access rights of way plans             |
| In the County of Cheshire West and Chester | A41 (Liverpool Road)             | Access over existing field access at the point marked 10-E on sheet 10 of the access rights of way plans             |
| In the County of Cheshire West and Chester | Townfield Lane                   | Access over existing field access at the point marked 10-H on sheet 10 of the access rights of way plans             |
| In the County of Cheshire West and Chester | Townfield Lane                   | Access over existing field access at the point marked 10-I on sheet 10 of the access rights of way plans             |
| In the County of Cheshire West and Chester | Overwood Lane                    | Access over existing field access at the point marked 10-J on sheet 10 of the access                                 |

|                                               |                                                       |                                                                                                                                                |
|-----------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire<br>West and Chester | Overwood Lane                                         | rights of way plans<br>Access over a new access<br>between points marked 11-A<br>and 11-B on sheet 11 of the<br>access and rights of way plans |
| In the County of Flintshire                   | Station Road                                          | Access over a new access at a<br>point marked 12-C on sheet 12<br>of the access and rights of way<br>plans                                     |
| In the County of Flintshire                   | Deeside Lane, Bridleway<br>309/10 and Bridleway 309/8 | Access over existing private<br>road between the points<br>marked 13-A and 13-D on<br>sheet 13 of the access rights of<br>way plans            |
| In the County of Flintshire                   | Chester Road                                          | Access over existing field<br>access at the point marked 16-<br>B on sheet 16 of the access<br>rights of way plans                             |
| In the County of Flintshire                   | Chester Road                                          | Access over existing field<br>access at the point marked 16-<br>C on sheet 16 of the access<br>rights of way plans                             |
| In the County of Flintshire                   | Mancot Lane                                           | Access over existing field<br>access at the point marked 16-<br>D on sheet 16 of the access<br>rights of way plans                             |
| In the County of Flintshire                   | Willow Lane                                           | Access over existing field<br>access at the point marked 16-<br>E on sheet 16 of the access<br>rights of way plans                             |
| In the County of Flintshire                   | Lower Aston Hall Lane                                 | Access over a new access<br>between points marked 17-A<br>and 17-B on sheet 17 of the<br>access and rights of way plans                        |
| In the County of Flintshire                   | Lower Aston Hall Lane                                 | Access over existing field<br>access at the point marked 17-<br>E on sheet 17 of the access<br>rights of way plans                             |
| In the County of Flintshire                   | Aston Hill                                            | Access over a new access at a<br>point marked 17-R on sheet 17<br>of the access and rights of way<br>plans                                     |
| In the County of Flintshire                   | Shotton Lane                                          | Access over existing field<br>access at the point marked 18-<br>D on sheet 18 of the access<br>rights of way plans                             |
| In the County of Flintshire                   | Shotton Lane                                          | Access over existing field<br>access at the point marked 18-<br>E on sheet 18 of the access<br>rights of way plans                             |
| In the County of Flintshire                   | B5125 (Holywell Road)                                 | Access over a new field access<br>at the point marked 18-K on<br>sheet 18 of the access rights of<br>way plans                                 |
| In the County of Flintshire                   | Green Lane                                            | Access over existing field<br>access at the point marked 18-                                                                                   |



|                             |                                             |                                                                                                                                                             |
|-----------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Flintshire | Green Lane                                  | L on sheet 18 of the access rights of way plans<br>Access over existing field access at the point marked 18-O on sheet 18 of the access rights of way plans |
| In the County of Flintshire | Green Lane                                  | Access over existing field access at the point marked 18-P on sheet 18 of the access rights of way plans                                                    |
| In the County of Flintshire | Green Lane                                  | Access over existing field access at the point marked 18-S on sheet 18 of the access rights of way plans                                                    |
| In the County of Flintshire | Pinfold Lane                                | Access over a new access at a point marked 19-C on sheet 19 of the access and rights of way plans                                                           |
| In the County of Flintshire | Brookside Junction to B5125 Mini Roundabout | Access over existing access at a point marked 19-G on sheet 19 of the access and rights of way plans                                                        |
| In the County of Flintshire | Brookside                                   | Access over existing access at a point marked 20-A on sheet 20 of the access and rights of way plans                                                        |
| In the County of Flintshire | B5125 (Village Road)                        | Access over a new access between points marked 20-F and 20-G on sheet 20 of the access and rights of way plans                                              |
| In the County of Flintshire | B5125 (Village Road)                        | Access over existing field access at the point marked 20-H on sheet 20 of the access rights of way plans                                                    |
| In the County of Flintshire | B5125 (Village Road)                        | Access over existing field access at the point marked 20-K on sheet 20 of the access rights of way plans                                                    |
| In the County of Flintshire | Connah's Quay Road                          | Access over existing field access at the point marked 20-L on sheet 20 of the access rights of way plans                                                    |
| In the County of Flintshire | Connah's Quay Road                          | Access over existing field access at the point marked 20-M on sheet 20 of the access rights of way plans                                                    |
| In the County of Flintshire | Starkey Lane                                | Access over existing field access at the point marked 21-F on sheet 21 of the access rights of way plans                                                    |
| In the County of Flintshire | Alt-Goch Lane                               | Access over existing field access at the point marked 22-E on sheet 22 of the access rights of way plans                                                    |
| In the County of Flintshire | Alt-Goch Lane                               | Access over existing field access at the point marked 22-                                                                                                   |

|                             |                 |                                                                                                                                                                   |
|-----------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Flintshire | Alt-Goch Lane   | F on sheet 22 of the access rights of way plans<br>Access over a new access between points marked 22-G and 22-H on sheet 22 of the access and rights of way plans |
| In the County of Flintshire | Cornist Lane    | Access over existing field access at the point marked 25-A on sheet 25 of the access rights of way plans                                                          |
| In the County of Flintshire | B5121           | Access over existing field access at the point marked 27-A on sheet 27 of the access rights of way plans                                                          |
| In the County of Flintshire | Racecourse Lane | Access over existing field access at the point marked 29-A on sheet 29 of the access rights of way plans                                                          |

## SCHEDULE 5

Article 14

### Streets to be temporarily stopped up or restricted

| <i>(1) Area</i>                            | <i>(2) Street</i>                                 | <i>(3) Description of temporary stopping up etc.</i>                                                                                    |
|--------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | Private roads being Perimeter Road and Elton Lane | [TBC eg temporary full width closure to all traffic] between the points marked 1-A and 1-B on sheet 1 of the access rights of way plans |
| In the County of Cheshire West and Chester | Private roads being unnamed road off Pool Lane    | [TBC eg temporary full width closure to all traffic] between points marked 3-D and 3-E on sheet 3 of the access and rights of way plans |
| In the County of Cheshire West and Chester | B5132 (Cryers Lane)                               | [TBC eg temporary full width closure to all traffic] between points marked 4-A and 4-B on sheet 4 of the access and rights of way plans |
| In the County of Cheshire West and Chester | B5132 (Cryers Lane)                               | [TBC eg temporary full width closure to all traffic] between points marked 4-E and 4-F on sheet 4 of the access and rights of way plans |
| In the County of Cheshire West and Chester | Thornton Green Lane                               | [TBC eg temporary full width closure to all traffic] between points marked 5-B and 5-C on sheet 5 of the access and rights of way plans |
| In the County of Cheshire West and Chester | Unnamed private track off Halls Green Lane        | [TBC eg temporary full width closure to all traffic] between points marked 5-I and 5-J on sheet 5 of the access and rights              |

|                                            |                                                       |                                                                                                                                                         |
|--------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | Unnamed private track off Ince Lane                   | of way plans<br>[TBC eg temporary full width closure to all traffic] between points marked 5-K and 5-L on sheet 5 of the access and rights of way plans |
| In the County of Cheshire West and Chester | Picton Lane                                           | [TBC eg temporary full width closure to all traffic] between points marked 6-F and 6-G on sheet 4 of the access and rights of way plans                 |
| In the County of Cheshire West and Chester | Caughall Road and Croughton Road                      | [TBC eg temporary full width closure to all traffic] between points marked 8-B and 8-C on sheet 8 of the access and rights of way plans                 |
| In the County of Cheshire West and Chester | Chorlton Lane                                         | [TBC eg temporary full width closure to all traffic] between points marked 8-G and 8-H on sheet 8 of the access and rights of way plans                 |
| In the County of Cheshire West and Chester | Unnamed farm track off Stanney Lane                   | [TBC eg temporary full width closure to all traffic] between points marked 8-L and 8-M on sheet 8 of the access and rights of way plans                 |
| In the County of Cheshire West and Chester | Station Road                                          | [TBC eg temporary full width closure to all traffic] at a point marked 10-A on sheet 10 of the access and rights of way plans                           |
| In the County of Cheshire West and Chester | Grove Road                                            | [TBC eg temporary full width closure to all traffic] between points marked 10-C and 10-D on sheet 10 of the access and rights of way plans              |
| In the County of Cheshire West and Chester | Overwood Lane                                         | [TBC eg temporary full width closure to all traffic] between points marked 10-K and 10-L on sheet 10 of the access and rights of way plans              |
| In the County of Cheshire West and Chester | Kingswood Lane (Byway Open to all Traffic 263/BY11/1) | [TBC eg temporary full width closure to all traffic] between points marked 11-E and 11-F on sheet 11 of the access and rights of way plans              |
| In the County of Flintshire                | Sealand Road                                          | [TBC eg temporary full width closure to all traffic] between points marked 13-E and 13-F on sheet 13 of the access and rights of way plans              |
| In the County of Flintshire                | Flint Road                                            | [TBC eg temporary full width closure to all traffic] between points marked 14-A and 14-B on sheet 14 of the access rights of way plans                  |

|                             |                                         |                                                                                                                                                        |
|-----------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Flintshire | Unnamed private tracks off Flint Road   | [TBC eg temporary full width closure to all traffic] between points marked 14-F, 14-G and 14-H on sheet 14 of the access and rights of way plans       |
| In the County of Flintshire | Unnamed private tracks off Chester Road | [TBC eg temporary full width closure to all traffic] between points marked 15-A, 15-B, 15-C and 15-D on sheet 15 of the access and rights of way plans |
| In the County of Flintshire | Moor Lane                               | [TBC eg temporary full width closure to all traffic] between points marked 15-I and 15-J on sheet 15 of the access and rights of way plans             |
| In the County of Flintshire | Unnamed private road off Chester Road   | [TBC eg temporary full width closure to all traffic] between points marked 15-K and 15-L on sheet 15 of the access rights of way plans                 |
| In the County of Flintshire | Unnamed private track off Colliery Lane | [TBC eg temporary full width closure to all traffic] between points marked 16-H and 16-I on sheet 16 of the access rights of way plans                 |
| In the County of Flintshire | Colliery Lane                           | [TBC eg temporary full width closure to all traffic] between points marked 16-J and 16-K on sheet 16 of the access rights of way plans                 |
| In the County of Flintshire | Lower Aston Hall Lane                   | [TBC eg temporary full width closure to all traffic] between points marked 17-C and 17-D on sheet 17 of the access rights of way plans                 |
| In the County of Flintshire | Shotton Lane                            | [TBC eg temporary full width closure to all traffic] between points marked 18-B and 18-C on sheet 18 of the access rights of way plans                 |
| In the County of Flintshire | B5125 (Holywell Road)                   | [TBC eg temporary full width closure to all traffic] between points marked 18-G and 18-H on sheet 18 of the access and rights of way plans             |
| In the County of Flintshire | Green Lane                              | [TBC eg temporary full width closure to all traffic] between points marked 18-R and 18-Q on sheet 18 of the access and rights of way plans             |
| In the County of Flintshire | Pinfold Lane                            | [TBC eg temporary full width closure to all traffic] between points marked 19-A and 19-B on sheet 19 of the access and rights of way plans             |
| In the County of Flintshire | Brookside and Brookside                 | [TBC eg temporary full width                                                                                                                           |

|                             |                      |                                                                                                                                            |
|-----------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|                             | Terrace              | closure to all traffic] between points marked 20-B and 20-C on sheet 20 of the access and rights of way plans                              |
| In the County of Flintshire | B5125 (Village Road) | [TBC eg temporary full width closure to all traffic] between points marked 20-I and 20-J on sheet 20 of the access and rights of way plans |
| In the County of Flintshire | Starkey Lane         | [TBC eg temporary full width closure to all traffic] between points marked 21-D and 21-E on sheet 21 of the access and rights of way plans |

## SCHEDULE 6

Article 13

### Public rights of way to be temporarily restricted

| <i>(1) Area</i>                            | <i>(2) Public right of way</i> | <i>(3) Extent of restriction (being closure to all use)</i>                                                               |
|--------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| In the County of Cheshire West and Chester | 123/FP3/1                      | Between the points marked 2-E and 2-F on sheet 2 of the access and rights of way plans shown with a dashed orange line    |
| In the County of Cheshire West and Chester | 123/FP3/1                      | Between the points marked 3-A and 3-B on sheet 3 of the access and rights of way plans shown with a dashed orange line    |
| In the County of Cheshire West and Chester | 318/FP1/1                      | Between the points marked 5-G and 5-H on sheet 5 of the access and rights of way plans shown with a dashed orange line    |
| In the County of Cheshire West and Chester | 309/FP1/2                      | Between the points marked 6-A and 6-B on sheet 6 of the access and rights of way plans shown with a dashed orange line    |
| In the County of Cheshire West and Chester | 309/FP3/1 and 241/FP6/2        | Between the points marked 6-C and 6-D on sheet 6 of the access and rights of way plans shown with a dashed orange line    |
|                                            | 211/FP4/1                      | Between the points marked 10-F and 10-G on sheet 10 of the access and rights of way plans shown with a dashed orange line |
| In the County of Flintshire                | Footpath 308/3                 | Between the points marked 15-E and 15-F on sheet 15 of the access and rights of way plans shown with a dashed orange line |

|                             |                                      |                                                                                                                                       |
|-----------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| In the County of Flintshire | Footpath 308/1                       | line<br>Between the points marked 15-E and 15-G on sheet 15 of the access and rights of way plans shown with a dashed orange line     |
| In the County of Flintshire | Footpath 308/4 and Footpath 303/44   | Between the points marked 15-O and 15-P on sheet 15 of the access and rights of way plans shown with a dashed orange line             |
| In the County of Flintshire | Footpath 303/34                      | Between the points marked 17-G and 17-H on sheet 17 of the access and rights of way plans shown with a dashed orange line             |
| In the County of Flintshire | Footpath 303/26                      | Between the points marked 17-J and 17-K on sheet 17 of the access and rights of way plans shown with a dashed orange line             |
| In the County of Flintshire | Footpath 303/22 and Footpath 303/24  | Between the points marked 17-P and 17-Q on sheet 17 of the access and rights of way plans shown with a dashed orange line             |
| In the County of Flintshire | Footpath 303/24 and Footpath 303/24A | Between the points marked 17-S on sheet 17 and 18-A on sheet 18 of the access and rights of way plans shown with a dashed orange line |
| In the County of Flintshire | Footpath 303/20 and Footpath 303/21  | Between the points marked 18-I and 18-J on sheet 18 of the access and rights of way plans shown                                       |
| In the County of Flintshire | Footpath 303/141                     | Between the points marked 18-M and 18-N on sheet 18 of the access and rights of way plans shown with a dashed orange line             |
| In the County of Flintshire | Footpath 414/39 and Footpath 414/39A | Between the points marked 19-D and 19-E on sheet 19 of the access and rights of way plans shown with a dashed orange line             |
| In the County of Flintshire | Footpath 414/1                       | Between the points marked 21-A and 21-B on sheet 21 of the access and rights of way plans shown with a dashed orange line             |
| In the County of Flintshire | Footpath 404/70                      | Between the points marked 22-A and 22-B on sheet 22 of the access and rights of way plans                                             |
| In the County of Flintshire | Footpath 404/68                      | Between the points marked 22-B and 22-C on sheet 22 of the access and rights of way plans                                             |

In the County of Flintshire

Footpath 404/66

shown with a dashed orange line  
Between the points marked 22-I and 22-J on sheet 22 of the access and rights of way plans shown with a dashed orange line

## SCHEDULE 7

Article 33

### Land of which only temporary possession may be taken

#### PART 1

##### Land of which only temporary possession may be taken

| <i>(1) Area</i>           | <i>(2) Number of plot shown on land plans</i> | <i>(3) Purpose for which temporary possession may be taken</i>                                                | <i>(4) Relevant part of authorised development</i> |
|---------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Cheshire and Chester West | 1-05                                          | Temporary use as a construction working area and for access (as part of Work No.3)                            | Work Nos 1, 2, 3, 4 and 5                          |
| Cheshire and Chester West | 1-08                                          | Temporary use as a construction compound and working area (as part of Work No.1A)                             | Work Nos 1, 2, 3, 4 and 5                          |
| Cheshire and Chester West | 1-16, 1-17                                    | Temporary use as construction access (as part of Work No.3)                                                   | Work Nos 1, 2, 3, 4 and 5                          |
| Cheshire and Chester West | 2-02                                          | Temporary use as a construction working area and for access to facilitate construction (as part of Work No.5) | Work Nos 2, 3, 4 and 5                             |
| Cheshire and Chester West | 2-04                                          | Temporary use as a construction access (as part of Work No.5)                                                 | Work Nos 2, 3, 4, 5 and 6                          |
| Cheshire and Chester West | 2-07                                          | Temporary use as a construction access (as part of Work No.5A)                                                | Work Nos 2, 3, 4, 5 and 6                          |
| Cheshire and Chester West | 2-11, 2-12                                    | Temporary use a construction access (as part of Work No.5)                                                    | Work Nos 2, 3, 4, 5 and 6                          |
| Cheshire and Chester West | 3-01                                          | Temporary use as a construction access (Work No. 6C)                                                          | Work Nos 4, 5, 6, 7 and 11                         |
| Cheshire and Chester West | 3-02                                          | Temporary use as a construction compound and working area (as part of Work No. 6B)                            | Work Nos 4, 5, 6, 7 and 11                         |
| Cheshire and Chester West | 4-01, 4-02                                    | Temporary use as a construction compound and working area (as part of Work No. 6B)                            | Work Nos 4, 5, 6, 7 and 11                         |
| Cheshire and Chester West | 4-03, 4-04                                    | Temporary use for a construction access including visibility splay (as part of Work No. 6D)                   | Work Nos 4, 5, 6, 7 and 11                         |
| Cheshire and Chester West | 4-11                                          | Temporary use as a construction access (Work No. 6E)                                                          | Work Nos 4, 5, 6, 7 and 11                         |
| Cheshire and Chester West | 5-03, 5-04, 5-04                              | [Temporary use as a construction access] (as part of Work No 12)                                              | Work Nos 11, 12, 13 and 14                         |
| Cheshire and Chester      | 5-19, 5-21,                                   | Temporary use for access and                                                                                  | Work Nos 13, 14 and                                |

|                              |                                              |                                                                                             |                                         |
|------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------|
| West                         | 5-24, 5-25,<br>5-26, 6-11,<br>6-12, 6-13     | peat storage                                                                                | 57                                      |
| Cheshire and Chester<br>West | 6-20                                         | Temporary use as a construction compound and working area (as part of Work No. 15A)         | Work Nos 14, 15 and 16                  |
| Cheshire and Chester<br>West | 6-21                                         | Temporary use as a construction access (Work No.15B)                                        | Work Nos 14, 15 and 16                  |
| Cheshire and Chester<br>West | 7-10                                         | Temporary use as a working area (as part of Work No. 17)                                    | Work No. 17                             |
| Cheshire and Chester<br>West | 8-02                                         | Temporary use as a construction access (Work No. 18A)                                       | Work Nos. 17, 18, 19, 19A, 20 and 21    |
| Cheshire and Chester<br>West | 8-06, 8-08                                   | Temporary use as a construction working area (Work No. 19A)                                 | Work Nos. 17, 18, 19, 19A, 20 and 21    |
|                              | 8-09                                         | Temporary use as a construction compound and working area (Work No.19A)                     |                                         |
| Cheshire and Chester<br>West | 9-02, 9-05,<br>9-06, 9-08,<br>9-11, 9-13     | Temporary use as a construction access and working area (as part of Work No. 22)            | Work Nos. 19, 22, 23, 24 and [tbc]      |
| Cheshire and Chester<br>West | 9-18                                         | Temporary use as a construction access (Work No. 23A)                                       | Work Nos. 19, 22, 23, 24 and [tbc]      |
| Cheshire and Chester<br>West | 9-20                                         | Temporary use as a construction access and working area (as part of Work No. 23)            | Work Nos. 22, 23, 24 and [tbc]          |
| Cheshire and Chester<br>West | 9-23                                         | Temporary use as a construction access (as part of Work No.24A)                             | Work Nos. 24 and 25                     |
| Cheshire and Chester<br>West | 10-04a                                       | Temporary possession for traffic management (as part of Work No.25)                         | Work Nos. 25, 26, 27, 28                |
| Cheshire and Chester<br>West | 10-14 10-15                                  | Temporary use as a construction access (as part of Work No.25)                              | Work Nos. 25, 26, 27, 28                |
| Cheshire and Chester<br>West | 10-17                                        | Temporary use as a construction access (Work No.28A)                                        | Work Nos. 25, 26, 26A, 27, 28, 28A, 28B |
| Cheshire and Chester<br>West | 10-19                                        | Temporary use as a construction access and working area (as part of Work Nos.25, 26 and 27) |                                         |
| Cheshire and Chester<br>West | 11-01, 11-02                                 | Temporary use as a construction access (Work No.28A)                                        | Work Nos. 25, 26, 26A, 27, 28, 28A, 28B |
| Flintshire                   | 12-12a, 12-13                                | Temporary use as a construction compound and working area (as part of Work No. 30A)         | Work Nos. 28, 29 and 30                 |
| Flintshire                   | 12-15, 12-16, 12-17                          | Temporary use as a construction access (Work No.30)                                         | Work Nos. 29 and 30                     |
| Flintshire                   | 13-14, 13-16                                 | Temporary use as a construction compound and working area (as part of Work No. 30D)         | Work Nos. 30 and 31                     |
| Flintshire                   | 13-19                                        | Temporary use as a construction access (as part of Work No.30E)                             | Work Nos. 30 and 31                     |
| Flintshire                   | 14-01                                        | Temporary use as a construction compound and working area (as part of Work No. 30D)         | Work Nos. 30 and 31                     |
| Flintshire                   | 14-09, 14-10, 14-12,<br>14-13, 14-14, 14-15, | Temporary use as a construction access and working area (as part of Work No. 31)            | Work Nos. 30, 31, 32 and 33             |



|            |                                   |                                                                                                                                             |                                  |
|------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
|            | 14-16, 14-17, 14-18, 14-19        |                                                                                                                                             |                                  |
| Flintshire |                                   | Temporary use as a construction compound and working area (as part of Work No. 31A)                                                         | Work Nos. 30, 31, 32 and 33      |
| Flintshire | 14-23, 14-24, 14-25, 14-26, 14-27 | Temporary use as a construction access and working area (as part of Work No. 31B)                                                           | Work Nos. 30, 31, 31A, 32 and 33 |
| Flintshire | 14-31                             | Temporary use as a construction access (as part of Work No.32A)                                                                             | Work Nos.32 and 33               |
| Flintshire | 16-06, 16-07, 16-08               | Temporary use as a construction access and working area, and for diversion of public right of way and watercourse (as part of Work No. 34A) | Work Nos. 33 and 34              |
| Flintshire | 16-17                             | Temporary use as a working area (as part of Work No. 34)                                                                                    | Work Nos. 34 and 35              |
| Flintshire | 16-28                             | Temporary use as a construction access (Work No.35A)                                                                                        | Work Nos. 35, 36, 36A and 37     |
| Flintshire | 17-05                             | Temporary use as a construction access and working area (as part of Work No. 35)                                                            | Work Nos. 35, 36, 36A and 37     |
| Flintshire | 17-09, 17-10                      | Temporary use as a construction access (Work No.35B)                                                                                        | Work Nos. 35, 36, 36A and 37     |
| Flintshire | 17-11                             | Temporary use as a working area (as part of Work No. 38)                                                                                    | Work Nos. 37 and 38              |
| Flintshire | 17-16                             | Temporary use as a construction access (as part of Work No.39B)                                                                             | Work Nos. 38, 39 and 40          |
| Flintshire | 17-31                             | Temporary use as a construction access (Work No.39A)                                                                                        | Work Nos. 39 and 40              |
| Flintshire | 17-35, 17-37, 17-38               | Temporary use as a construction access and working area (Work No. 40A)                                                                      | Work Nos. 39 and 40              |
| Flintshire | 18-01                             | Temporary use as a working area (as part of Work No. 40)                                                                                    | Work Nos.40 and 57               |
| Flintshire | 18-04, 18-07, 18-11               | Temporary use as a working area (as part of Work No. 41)                                                                                    | Work No.41                       |
| Flintshire | 18-08, 18-09, 18-12, 18-13        | Temporary use as a construction compound, working area and access (as part of Work Nos. 41A and 41B)                                        | Work Nos. 40, 41 and 42          |
| Flintshire | 18-16, 18-17                      | Temporary use as a construction access and visibility splay (as part of Work No.41B)                                                        | Work Nos. 40, 41 and 42          |
| Flintshire | 19-04c                            | Temporary use as a working area (as part of Work No. 43)                                                                                    | Work Nos. 42, 43 and 57          |
| Flintshire | 20-07                             | Temporary use as a working area (as part of Work No. 44)                                                                                    | Work Nos. 44 and 57              |
| Flintshire | 20-10                             | Temporary use as a construction access (as part of Work No.44B)                                                                             | Work Nos. 44, 44A, 45 and 46     |
| Flintshire | 20-16, 20-17                      | Temporary use as a construction access (as part of Work No.46)                                                                              | Work Nos. 44, 44A, 45 and 46     |
| Flintshire | 20-20                             | Temporary use as a construction compound and working area (as                                                                               | Work Nos. 44, 44A, 45 and 46     |

|            |                            |                                                                               |                          |
|------------|----------------------------|-------------------------------------------------------------------------------|--------------------------|
| Flintshire | 21-03                      | part of Work No. 44C)<br>Temporary use as a construction access (Work No.47A) | Work No. 47              |
| Flintshire | 21-07                      | Temporary use as a construction access (Work No.47B)                          | Work No. 47 and 48       |
| Flintshire | 22-02                      | Temporary use as a working area (as part of Work No. 47)                      | Work Nos. 47 and 48      |
| Flintshire | 22-04                      | Temporary use for and to construct an access (Work No.49)                     | Work No. 47, 48 and 49   |
| Flintshire | 25-01, 25-03, 25-04, 25-07 | Temporary use as a working area                                               | Work Nos. 51, 51A and 52 |
| Flintshire | 27-02, 28-01               | Temporary use as a working area (as part of Work No. 53)                      | Work Nos. 53, 53A and 54 |
| Flintshire | 28-02                      | Temporary use for and to construct an access (Work No.54)                     | Work Nos. 53, 53A and 54 |
| Flintshire | 29-01                      | Temporary use for and to construct an access (Work No.56)                     | Work Nos. 55, 55A and 56 |
| Flintshire | 29-02, 29-06               | Temporary use as a working area (as part of Work No. 55)                      | Work Nos. 55, 55A and 56 |
| Flintshire | 22-04                      | Temporary use for and to construct an access (Work No.49)                     | Work No. 47, 48 and 49   |
| Flintshire | 25-01, 25-03, 25-04, 25-07 | Temporary use as a working area                                               | Work Nos. 51, 51A and 52 |
| Flintshire | 27-02, 28-01               | Temporary use as a working area (as part of Work No. 53)                      | Work Nos. 53, 53A and 54 |
| Flintshire | 28-02                      | Temporary use for and to construct an access (Work No.54)                     | Work Nos. 53, 53A and 54 |
| Flintshire | 29-01                      | Temporary use for and to construct an access (Work No.56)                     | Work Nos. 55, 55A and 56 |
| Flintshire | 29-02, 29-06               | Temporary use as a working area (as part of Work No. 55)                      | Work Nos. 55, 55A and 56 |

## PART 2

### Land of which only temporary possession for access may be taken

| <i>(1) Area</i>           | <i>(2) Number of plot shown on land plans</i> | <i>(3) Purpose for which temporary possession may be taken</i>  | <i>(4) Relevant part of authorised development</i> |
|---------------------------|-----------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------|
| Cheshire and Chester West | 2-06                                          | Temporary use for access (as part of Work No.5A)                | Work Nos 2, 3, 4, 5 and 6                          |
| Cheshire and Chester West | 9-24, 9-25                                    | Temporary use as a construction access (as part of Work No.24A) | Work Nos. 24 and 25                                |

|            |                                             |                                                                                                                             |                                         |
|------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Flintshire | 13-13, 13-15, 13-17,<br>13-18, 14-02, 14-03 | Temporary use as a<br>construction access<br>(as part of Work<br>No.30E)                                                    | Work Nos. 30, 30D<br>31, 31A, 32 and 33 |
| Flintshire | 16-01                                       | Temporary use as a<br>construction access<br>(as part of Work<br>No.34A) and for a<br>diversion of a public<br>right of way | Work Nos. 33 and 34                     |
| Flintshire | 17-34                                       | Temporary use for<br>access (as part of<br>Work No.40)                                                                      | Work Nos. 39, 39A,<br>40, 40A and 41    |
| Flintshire | 19-06                                       | Temporary use as a<br>construction access<br>(as Work No.43C)                                                               | Work Nos. 42, 43 and<br>44              |

## SCHEDULE 8

Article 26

### Land in which only new rights etc., may be acquired

| <i>(1) Number of plot shown on land plans</i> | <i>(2) Purpose for which rights may be acquired</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1-01                                          | Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—                                                                                                                                                                                                                                                                                                                                                                             |
| 1-02                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1-03                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1-04                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1-06                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1-21                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2-02a                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2-04a                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3-04                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3-05                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3-06                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3-07                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3-08                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3-09                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3-10                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5-08                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6-07                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6-08                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6-09                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6-27                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7-02                                          | (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the authorised development, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the pipeline and connection into any adjacent pipeline and associated works, to take plant and equipment on to adjoining land; and |
| 7-03                                          | (b) make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights;                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8-14                                          | (c) Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—                                                                                                                                                                                                                                                                                                                                                                         |
| 11-07                                         | (d) maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway; and                                                                                                                                                                                                                                                                                                                                                      |
| 12-04                                         | (e) pass and re-pass with or without vehicles, plant, machinery, apparatus,                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12-06                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12-21                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13-01                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13-02                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13-03                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13-04                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| 13-05  | <p>equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the authorised development, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the pipeline and connection into any adjacent pipeline and associated works, to take plant and equipment on to adjoining land; and</p> <p>(f) make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights,</p> <p>(g) effect access to the highway including to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway;</p> <p>(h) install, alter, re-lay, maintain, protect, adjust, operate or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers and pipes, cables or conduits or apparatus to serve the authorised development);</p> <p>(i) remove and discharge water from the Land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the Land (the “drainage works”);</p> <p>(j) inspect, use mechanical excavation (including directional drilling and/or digging), reinstate, remove, move or alter such part or parts of any drainage system on the Land for the purposes of</p> |
| 13-06  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13-10  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13-11  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14-11  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14-14a |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14-20  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14-21  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14-22  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 15-02a |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 15-09  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 15-10  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 15-14  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 16-28a |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 16-29  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 16-30  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17-17  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17-18  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17-19  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 20-09  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 28-03  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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the drainage works (including connecting the drainage works to any land drain as at the date of the drainage works); install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);

- (k) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety for the purposes of the drainage works;
  - (l) make such investigations in or on the Land as required for the purposes of the drainage works;
  - (m) use or resort to trenchless installation techniques including (but not limited to) directional drilling in connection with the drainage works;
  - (n) erect fencing, gates, walls, barriers or other means of enclosure, and create secure works areas or compounds including temporary trenchless installation technique compounds and working areas for the purposes of the drainage works;
  - (o) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal of any drainage work is being carried out;
  - (p) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed obstruct or interfere with the drainage works;
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- (q) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding, to effect landscaping works and other environmental and ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;
  - (r) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; and
  - (s) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land in accordance with any necessary licences relating to protected species and/or wildlife.
  - (t) A restrictive covenant over the Land for the benefit of the remainder of the Order land to:
    - (u) prevent any activity being undertaken on the Land which would interfere with the vertical or lateral support of the Pipeline;
    - (v) prevent anything being done which may interfere with free flow and passage of carbon dioxideCO<sub>2</sub> along the pipeline or telecommunications through the cables ancillary to the pipeline, or support for the authorised development;
    - (w) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development; and
    - (x) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of the drainage works, ecological mitigation areas or areas of habitat creation including any ploughing or grazing without the prior written consent of the undertaker.
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## Modification of compensation and compulsory purchase enactments for creation of new rights

### 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 imposition of a restrictive covenant as they apply as respects compensation for the compulsory purchase of land and interests in land.

2. Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the following modification-

For section (5A) (relevant valuation date) of the 1961 Act substitute—

“(5a) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the Compulsory Purchase Act 1965 (as modified by paragraph 4(5) of Schedule 9 to the HyNet Carbon Dioxide Pipeline Order 202[•]).
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted by paragraph 4(8) of Schedule 9 to the HyNet Carbon Dioxide Pipeline Order 202[•]) 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 sub-section (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.

(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 4(3) of this Schedule—

- (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 Part 1 of the 1965 Act

3.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 32 (modification of Part 1 of the 1965 Act) to the acquisition of land under article 18 (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 24 (compulsory acquisition of rights)—

- (a) with the modifications specified in sub-paragraph 4(2); and
- (b) with such other modifications as may be necessary.

(2) The modifications referred to in sub-paragraph (1) are as follows.

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(a) 1973 c.26

References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

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

(3) For section 7 (measure of compensation in case of severance) 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 (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 restriction, as well as the notice of entry required by sub-section (1) of that section (as it applies to a compulsory acquisition), 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(a) (powers of entry: further notices of entry), 11B(b) (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20 (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 32(4) is also modified so as to enable the acquiring authority in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

(8) For Schedule 2A of the 1965 Act substitute—

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(a) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c.22).  
(b) Section 11B was inserted by section 187(2) of the above Act.



## Counter-notice requiring purchase of land not in notice to treat

### Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 30 (application of the 1981 Act) of the HyNet Carbon Dioxide Pipeline Order 202[•] in respect of the land to which the notice to treat relates.

(2) But see article 31 (acquisition of subsoil only) of the HyNet Carbon Dioxide Pipeline Order 202[•] which excludes the acquisition of subsoil only from this Schedule.

(3) In this Schedule, “house” includes any park or garden belonging to a house.

### Counter-notice requiring purchase of land

2. 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.

3. 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

4. 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.

5. The 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”).

6. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

7. If the authority do 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.

8. If the authority serve 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 the Upper Tribunal

9. On a referral under paragraph (6), 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.

- 10.** In making the 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 use to be made of the right or covenant proposed to be acquired or imposed; 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.

**11.** 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 9, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

**12.** 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.

**13.—(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 six 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 withdrawing of the notice.

**14.** Any dispute as to the compensation is to be determined by the Upper Tribunal.”

## SCHEDULE 10

Article 40

### Protective provisions

#### PART 1

##### Protection for electricity, gas, water and sewerage undertakers

**1.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and the utility undertaker in question.

**2.** In this Part—

“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 a utility undertaker within paragraph (a) of the definition of that term, electric lines or electrical plant (as defined in the Electricity Act 1989(a), belonging to or maintained by that licence holder;
- (b) in the case of a utility undertaker within paragraph (b) of the definition of that term, any mains, pipes or other apparatus belonging to or maintained by that gas transporter within the meaning of Part 1 of the Gas Act 1986(b) for the purposes of gas supply;

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(a) 1989 c.29.

(b) 1986 c.44.

- (c) in the case of a utility undertaker within paragraph (c) of the definition of that term, mains, pipes or other apparatus belonging to or maintained by that water undertaker for the purposes of water supply; and
- (d) in the case of a utility undertaker within paragraph (d) of the definition of that term—
  - (i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991(a); and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date) of that Act(b),

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

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

“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; and

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
- (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 onshore works, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

### **On street apparatus and offshore works**

**3.** This Part does not apply to—

- (a) apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; and
- (b) the offshore works.

### **Acquisition of land**

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

### **Removal of apparatus**

**5.—(1)** If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker’s apparatus is relocated or diverted, that apparatus must not be removed under this Part, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished until

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(a) 1991 c.56.

(b) Section 104 was amended by section 42(3) of the Flood and Water Management Act 2010 (c.29).

alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question.

(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 of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed; and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part 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 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(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.

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

### **Facilities and rights for alternative apparatus**

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 48 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in or along the authorised development, the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus that may be required to prevent interference with any proposed works of the undertaker; and

- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or along the authorised project for which the alternative apparatus is to be substituted.

(3) 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**

7.—(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 5(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, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(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 it 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 (2) in so far as is reasonably practicable in the circumstances.

### **Expenses and costs**

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses agreed with the undertaker in advance and 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 5(2).

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

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

- (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 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 must 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 must 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) must, 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.

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

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

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

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

### **Miscellaneous**

**10.** Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

## **PART 2**

### **Protection for operators of electronic communications code networks**

**11.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and the operator in question.

**12. In this Part—**

“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 section 106(b) (application of the electronic communications code) of the 2003 Act;

“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 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 (infrastructure system) of that code; and

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

**13.** The exercise of the powers conferred by article 36 (statutory undertakers) are subject to Part 10 (undertaker’s works affecting electronic communications apparatus) of the electronic communications code.

**14.—(1)** Subject to sub-paragraphs (2) to (4), if as a result of the authorised development or its construction, or of any subsidence resulting from the authorised development—

- (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 the authorised development), 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 agreed by the undertaker in advance and 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 and, if such consent is withheld, the undertaker 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 must be referred to and settled by arbitration under article 48 (arbitration).

(5) This Part 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

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(a) 2003 c.21.

(b) Section 106 was amended by section 4 of the Digital Economy Act 2017.

- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised project.

(6) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

## PART 3

### For the protection of national grid as electricity undertaker

#### Application

**15.**—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 7 (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 on or before 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.

#### Interpretation

**16.** In this Part of this Schedule—

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

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid 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(a), belonging to or maintained by National Grid, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid 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(1) of this 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” and “commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

“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 or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

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(a) 1989 c.29.



“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (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, shall require the undertaker to submit for National Grid’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” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989; and

“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 7(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 7(2) or otherwise; and/or
- (c) includes any of the activities that are referred to in National Grid’s document “Development near overhead lines” and the Health and Safety Executive’s (HSE) Guidance Note GS6 “Avoiding Danger from Overhead Power Lines”;

“undertaker” means the undertaker as defined in article 2(1) of this Order.

## **On Street Apparatus**

17. Except for paragraphs (Apparatus of statutory undertakers in temporarily restricted streets), 8 (retained apparatus: protection of electricity undertaker) and 9 (expenses) 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 National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

### **Apparatus of statutory undertakers in temporarily restricted streets**

18. Despite the temporary stopping up or diversion of any highway under article 14 (temporary restriction of use of streets), National Grid may at all times take all necessary access across any such highway and execute and do all such works and things in, on 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 restriction or diversion was in that highway.

### **Acquisition of land**

**19.**—(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 may not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) As a condition of an 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 National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid 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 National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid under paragraph 8 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub- paragraph (1).

### **Removal of apparatus**

**20.**—(1) If, in the exercise of the powers conferred by this Order , the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid 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 National Grid in accordance with sub-paragraph (2) to (5).

(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 National Grid 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 National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its reasonable satisfaction (taking into account paragraph 7(1) below) 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, 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, National Grid 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 shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless 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 National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid 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**

**21.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid 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 National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(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 less favourable on the whole to National Grid 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 matter may be referred to arbitration in accordance with paragraph 13 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection of electricity undertaker**

**22.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid 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 any 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 any cable route;
- (f) written details of the operations and maintenance regime for any 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 support overhead line construction traffic of at least 26 tonnes in weight.

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

(5) Any approval of National Grid 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.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid 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, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid 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 National Grids' satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid 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 1 to 3 and 5 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and 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 National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

### Expenses

23.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably and properly incurred by National Grid 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 including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will 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 13 (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 National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that 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) Any amount which apart from this sub-paragraph would be payable to National Grid 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 National Grid 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.

### **Enactments and agreements**

24. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid 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**

25.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 6(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid must use reasonable to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid's consent, agreement or approval 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**

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

### **Arbitration**

27. Save for differences or disputes arising under paragraph 6(2), 6(4), 7(1) and 8 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 48 (arbitration).

### **Notices**

28. Notwithstanding article 45 (service of notices), any plans submitted to National Grid by the undertaker pursuant to this Part must be sent to Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

## PART 4

### For the protection of National Grid as gas undertaker

#### Application

**29.**—(1) For the protection of National Grid Gas as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Gas, where the benefit of this Order is transferred or granted to another person under article 7 (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 Gas 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 Gas on or before 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 Gas.

#### Interpretation

**30.**—(1) In this Part of this Schedule—

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

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

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by National Grid Gas for the purposes of gas supply;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) of this 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” and “commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

“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 or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are 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 National Grid Gas (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, shall require the undertaker to submit for National Grid Gas’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” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Gas including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid Gas” means National Grid plc (company number 02006000) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986 ; and

“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 7(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 7(2) or otherwise; and/or
- (c) includes any of the activities includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid’s policies for safe working in proximity to gas apparatus, “Specification for safe working in the vicinity of National Grid, High Pressure Gas pipelines and associated installations- requirements for third parties”); and

“undertaker” means the undertaker as defined in article 2(1) of this Order.

### **On Street Apparatus**

**31.** Except for paragraphs (Apparatus of statutory undertakers in temporarily restricted streets), 8 (retained apparatus: protection of electricity undertaker) and 9 (expenses) 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 National Grid Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Gas are regulated by the provisions of Part 3 of the 1991 Act.

### **Apparatus of statutory undertakers in temporarily restricted streets**

**32.** Despite the temporary stopping up or diversion of any highway under article 14 (temporary restriction of use of streets), National Grid Gas may at all times take all necessary access across any such highway and execute and do all such works and things in, on 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 restriction or diversion was in that highway.

### **Acquisition of land**

**33.—(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 may not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Gas otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) As a condition of an 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 National Grid Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid Gas or affect the provisions of any enactment or agreement regulating the relations between National Grid Gas and the undertaker in respect of any apparatus laid or erected in



land belonging to or secured by the undertaker, the undertaker must as National Grid Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid Gas unless otherwise agreed by National Grid Gas, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid Gas 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 National Grid Gas and/or other enactments relied upon by National Grid Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid Gas under paragraph 8 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

### **Removal of apparatus**

**34.**—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid Gas 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 National Grid in accordance with sub-paragraph (2) to (5).

(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 National Grid Gas 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 National Grid Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid Gas to its reasonable satisfaction (taking into account paragraph 7(1) below) 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, 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, National Grid Gas 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 shall not extend to the requirement for National Grid Gas to use its compulsory purchase powers to this end unless 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 National Grid Gas and the undertaker.

(5) National Grid Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid Gas 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**

**35.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid Gas 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 National Grid Gas and must be no less favourable on the whole to National Grid Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid Gas.

(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 less favourable on the whole to National Grid Gas 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 matter may be referred to arbitration in accordance with paragraph 13 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection of gas undertaker**

**36.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Gas a plan and, if reasonably required by National Grid Gas, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Grid Gas 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 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.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until National Grid Gas has given written approval of the plan so submitted.

(4) Any approval of National Grid Gas required under sub-paragraph (3)—

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

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, National Grid Gas 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 for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraphs (1) or (2) must 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 National Grid Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by National Grid Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Gas will be entitled to watch and inspect the execution of those works.

(7) Where National Grid Gas 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 National Grid Gas's satisfaction prior to the commencement of any specified works for which protective works are required and National Grid Gas give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

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

(9) 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 specified 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.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Gas notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with National Grid Gas'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 69 associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(-G)47 Avoiding Danger from underground services".

(12) 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 National Grid Gas 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 9.

## **Expenses**

**37.**—(1) Save where otherwise agreed in writing between National Grid Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Gas within 30 days of receipt of an itemised invoice or claim from National Grid Gas all charges, costs and expenses reasonably and properly incurred by National Grid Gas 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 including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Gas as a consequence of National Grid gas;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Gas;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;

- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will 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 13 (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 National Grid Gas by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that 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) Any amount which apart from this sub-paragraph would be payable to National Grid Gas 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 National Grid Gas 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.

### **Enactments and agreements**

**38.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Gas and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Gas 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**

**39.—**(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Gas requires the removal of apparatus under paragraph 6(2) or National Grid Gas makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid Gas's

undertaking and National Grid Gas must use reasonable to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid Gas's consent, agreement or approval 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**

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

### **Arbitration**

**41.** Save for differences or disputes arising under paragraph 6(2), 6(4), 7(1) and 8 any difference or dispute arising between the undertaker and National Grid Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Gas, be determined by arbitration in accordance with article 48 (arbitration).

### **Notices**

**42.** Notwithstanding article 45 (service of notices), any plans submitted to National Grid Gas by the undertaker pursuant to this Part must be sent to [ ] or such other address as National Grid Gas may from time to time appoint instead for that purpose and notify to the undertaker in writing.

## **PART 5**

### **For the protection of Cadent Gas Limited**

### **Application**

**43.** For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

### **Interpretation**

**44.** In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable 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 Cadent's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent's undertaking 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 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 includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“Cadent’s undertaking” means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995);

“commence” and “commencement” include any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and non-intrusive investigations for the purpose of assessing ground conditions;

“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 or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“facilities and rights” for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

“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, shall 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;

“maintain” and “maintenance” have effect as if the term maintain includes protect and use;

“parent company” means a parent company of the undertaker acceptable to Cadent and which shall have been approved by Cadent acting reasonably;

“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 restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

“specified works” means any of the authorised works or activities (including maintenance) undertaken in association with the authorised development 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 sub-paragraph 6(2) or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise.

### **On Street apparatus**

**45.—**(1) This Schedule does 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, except for—

- (a) paragraphs 4, 8, 9 and 10; and
- (b) where sub-paragraph (2) applies, paragraphs 6 and 7.

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

### **Apparatus of Cadent in stopped up streets**

**46.** Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 14 (temporary restriction of use of streets) Cadent will be at liberty at all times to take all necessary access across any such street and to execute and execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up or diversion was in that street.

### **Protective works to buildings**

**47.—(1)** The undertaker must exercise the powers conferred by article 22(protective work to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (such consent not to be unreasonably withheld or delayed) 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 the 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), shall - pay compensation to Cadent for any reasonable loss sustained 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; and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement, admission of liability or compromise thereof shall be made by Cadent, save in respect of any payment requirement 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.

### **Removal of apparatus**

**48.—(1)** If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 1, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed and any right of Cadent to maintain that apparatus in that land must not be extinguished or interfered with until alternative apparatus has been constructed, is in operation, and the facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent 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 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 satisfaction 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 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 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 not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) 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 Cadent and the undertaker.

(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), 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**

**49.**—(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, then the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 13 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**

**50.**—(1) 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.

(2) The plan to be submitted to Cadent 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 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.



(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent given under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5); and
- (b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) Cadent may require such modifications to be made to the plan 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 convenient means of access to any apparatus.

(6) Specified works must only be executed in accordance with—

- (a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and Cadent; and
- (b) all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent 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 satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) 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 1 to 3 and 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(9) 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 specified 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.

(10) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works (including such an event attributable to its maintenance)—

- (a) the undertaker must implement an appropriate ground mitigation scheme; and
- (b) 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 9.

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works 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 the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.

(12) In this paragraph, “emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

## **Expenses**

**51.**—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably anticipated or 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 including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including reasonable costs (including professional fees) incurred by Cadent as a consequence of Cadent;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3) if it elects to do so; or
  - (ii) exercising any compulsory purchase powers under this 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;
- (g) any watching brief pursuant to sub-paragraph 8(6).

(2) There will 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) 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 Cadent 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.

## **Enactments and agreements**

**52.** Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects 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.

## **Co-operation**

**53.—**(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 6(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and 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 or approval is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

## **Access**

**54.** If in consequence of any agreement reached in accordance with paragraph 1(1) or the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker shall seek to provide such alternative rights and means of access to such apparatus, to the extent that provision of such rights and means of access is within the ability of the undertaker to grant, as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

## **Arbitration**

**55.** Save for differences or disputes arising under sub-paragraphs 6(2) and 6(4) 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**

**56.** Notwithstanding article 45 (service of notices) any plans submitted to Cadent by the undertaker pursuant to sub-paragraph 8(1) must be sent via email to Cadent Gas Limited Plant Protection and sent to the General Counsel Department at Cadent’s registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

# **PART 6**

## **For the protection of Network Rail**

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

**58.—**(1) In this Schedule—

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

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

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of his powers under section 8 of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006 the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

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

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

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

- (a) any station, land, works, apparatus and equipment belonging to Network Rail Infrastructure Limited or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail Infrastructure Limited for the purposes of such railway or works, apparatus or equipment; and

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

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

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

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

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

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

(6) When signifying his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be

reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to his reasonable satisfaction.

(7) The undertaker shall not be required to comply with sub-paragraph (1) in a case of emergency but in that case it shall give to Network Rail notice as soon as is reasonably practicable, and in any event 48 hours prior to carrying out the emergency works, and in addition to that notice shall provide a plan, section and description of those works as soon as reasonably practicable subsequently.

(8) Any protective works to be constructed by virtue of sub-paragraph 5(3) 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 4;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

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

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

**59.**—(1) The undertaker must—

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

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

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

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

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

- (a) in constructing any protective works under the provisions of sub-paragraph 4(3) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by him of the construction of a specified work;

- (c) in respect of the employment or procurement of the services of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**61.** In this paragraph—

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

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised works) 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 signaling or other communications.

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

(2) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised works take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(3) In order to facilitate the undertaker’s compliance with sub-paragraph (3)-

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

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

(5) If at any time prior to the commencement of regular revenue-earning operations on the authorised works and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised works causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker’s apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of

modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(6) In the event of EMI having occurred –

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(7) 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 6.

(8) Any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works.

(9) In relation to any dispute arising under this paragraph the reference in article 48 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.

**63.** 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.

**64.** 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.

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

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

- (a) by reason of the undertaker's construction or maintenance of a specified work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission to a maximum of fifty million pounds sterling: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision

shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker and must take all reasonable steps to mitigate any liabilities relating to such claims or demands

(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 sub-paragraph (1) shall include a sum equivalent to the relevant costs.

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

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

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

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

**67.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Schedule.

**68.** In the assessment of any sums payable to Network Rail under this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

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

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

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

**71.** 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 (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.

72. 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 (Certification of plans) are certified by the Secretary of State, provide a set of those plans to Network Rail in the form of a USB stick or download link.

## PART 7

### For the protection of local highway authorities

73. The provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and the relevant local highway authority.

74. In this Part of this Schedule—

“Consents” means approvals, consents, licences, permissions, or registrations;

“RSA” or “Road Safety Audit” means a review of the proposed design or any works and any road safety impacts carried out in accordance with the Design Manual for Roads and Bridges or such other standard as the undertaker and the relevant local highway authority may agree;

“highway” means a highway vested in or maintainable by the relevant local highway authority as highway authority under the 1980 Act;

“relevant local highway authority” means in relation to highways within Cheshire West and Chester, Cheshire West and Chester Council, and in relation to highways in Flintshire, Flintshire County Council

“specified work” means the works under the Order to create new, permanent junctions to the public highway and the installation of the pipeline in or under the highway where that requires breaking open of the surface of the highway.

### Road condition surveys

75.—(1) The undertaker will notify the of relevant local highway authority -

- (a) the anticipated date of commencement of development under this Order; and
- (b) the anticipated construction programme and date of completion of the authorised development;

not less than 3 months prior to that anticipated date of commencement of development under this Order.

(2) The undertaker will procure or undertake road conditions surveys on the following highways:

- (a) [tbc]

(3) The undertaker and relevant local highway authority may agree the relevant local highway authority will carry out or procure the road condition surveys required under this Schedule at the cost of the undertaker.

(4) The undertaker will provide a proposed scope setting out the number (having regard to the construction programme), content and format of road conditions surveys to the relevant local highway authority for comment no later than 4 weeks after notification under sub- paragraph (1). The undertaker must incorporate any reasonable comments made by the relevant local highway authority within 2 weeks of receipt of that proposed scope in finalising the scope of the road conditions surveys.

(5) The first road condition survey must be undertaken prior to the anticipated commencement of HGV movements for the authorised development, and further surveys must be undertaken at 3 month intervals from the date of the first surveys until the completion of the construction phase of the authorised development. A final survey must be undertaken within 28 days of the relevant local

highway authority being notified by the undertaker that the construction of the authorised development has been completed.

(6) Copies of any road condition survey carried out in accordance with this paragraph must be provided to the relevant local highway authority by the undertaker within 10 working days of the completion of the relevant survey.

### **HGV route remediation**

**76.** The undertaker must maintain and provide to the relevant local highway authority at 3 month intervals from the date of commencement of development under this Order until the authorised development is completed, records of the number of HGVs using the local highway to access the authorised development and details of which route such HGVs used.

**77.—**(1) The relevant local highway authority will, having regard to the road condition surveys, identify any need for remediation of the highway on the following roads—

(a) [tbc].

(2) Where a need for remediation works or measures is identified under sub-paragraph (1), the relevant local highway authority must prepare a schedule of the works or measures required and of the cost of the delivery of those works or measures.

(3) The relevant local highway authority will invoice the undertaker for a portion of the costs of the works or measures identified under sub-paragraph (2) proportionally with the undertaker's HGV use of the roads as compared to the overall HGV movements in percentage terms as established by the road conditions surveys. For example, where the undertaker's HGV use is 10% of all HGV use of the highways listed in sub-paragraph (1), the undertaker will be liable to relevant local highway authority for 10% of the costs of the identified remediation works and measures.

### **Specified works**

**78.** The undertaker will allow and facilitate an appropriately qualified officer of the relevant local highway authority to participate in the design process for any Work authorised by this Order which involves a specified work, and will have reasonable regard to any views of that officer in finalising the detailed design of that Work, provided always that any such view shared by the officer will not be an instruction, requirement or authorisation under this Order.

**79.—**(1) Any officer of the relevant local highway authority duly appointed for the purpose may at all reasonable times, on giving to the undertaker such notice as may in the circumstances be reasonable, enter upon and inspect any part of the authorised development which—

(a) is in, on, over or under any highway; or

(b) which may affect any highway;

during the carrying out of the work, and the undertaker will give to such officer all reasonable facilities for such inspection and, if the officer is of the opinion that the construction of the work poses danger to any highway or to any property of the relevant local highway authority or danger to persons or vehicles or other property in relation to which the relevant local highway authority might be liable on, in, over or under any highway, the undertaker will adopt such measures and precautions as may be reasonably practicable for the purpose of preventing any damage or injury to the highway or persons or vehicles or other property aforesaid.

(2) Any officer of the relevant local highway authority exercising the right to inspect works under sub-paragraph (1) must comply with all reasonable health and safety requirements and instructions of the undertaker in doing so.

**80.** The undertaker must, if reasonably required by the relevant local highway authority, provide and maintain during such time as the undertaker may occupy any part of a highway for the purpose of the construction of any part of the authorised development, temporary ramps for vehicular or pedestrian traffic and any other traffic measures required to protect the safety of road users in accordance with chapter 8 of the Traffic Signs Manual as may be necessary.

## Disputes

81. Any difference in arising between the undertaker and the relevant local highway authority under this Part of this Schedule (other than in difference as to the meaning or construction of this Part of this Schedule) will be resolved by arbitration under article 48 (arbitration).

## SCHEDULE 11

Article 39

### Removal of hedgerows

#### PART 1

#### Removal of hedgerows

| <i>(1) Area</i>                                        | <i>(2) Coordinates</i> |                 | <i>(3)<br/>Identifier</i> | <i>(4) Grid coordinates</i> |                 | <i>(5)<br/>Identifier</i> |
|--------------------------------------------------------|------------------------|-----------------|---------------------------|-----------------------------|-----------------|---------------------------|
|                                                        | <i>Easting</i>         | <i>Northing</i> |                           | <i>Easting</i>              | <i>Northing</i> |                           |
| In the<br>County of<br>Cheshire<br>West and<br>Chester | 346950                 | 376184          | 1a                        | 347002                      | 375903          | 1b                        |
|                                                        | 346900                 | 375894          | 2a                        | 347022                      | 375906          | 2b                        |
|                                                        | 346875                 | 375645          | 3a                        | 347001                      | 375629          | 3b                        |
|                                                        | 346788                 | 375863          | 4a                        | 347027                      | 375895          | 4b                        |
|                                                        | 346294                 | 375265          | 6a                        | 346575                      | 375409          | 6b                        |
|                                                        | 346292                 | 375019          | 8a                        | 346448                      | 375100          | 8b                        |
|                                                        | 346203                 | 374951          | 9a                        | 346332                      | 374872          | 9b                        |
|                                                        | 345865                 | 374566          | 11a                       | 345928                      | 374681          | 11b                       |
|                                                        | 345719                 | 374573          | 13a                       | 345752                      | 374637          | 13b                       |
|                                                        | 345691                 | 374534          | 14a                       | 345700                      | 374566          | 14b                       |
|                                                        | 345499                 | 374566          | 16a                       | 345508                      | 374559          | 16b                       |
|                                                        | 345406                 | 374424          | 17a                       | 345527                      | 374576          | 17b                       |
|                                                        | 345402                 | 374427          | 18a                       | 345406                      | 374424          | 18b                       |
|                                                        | 345393                 | 374649          | 19a                       | 345473                      | 374778          | 19b                       |
|                                                        | 345233                 | 374763          | 20a                       | 345325                      | 374692          | 20b                       |
|                                                        | 345140                 | 374609          | 21a                       | 345241                      | 374775          | 21b                       |
|                                                        | 345029                 | 374340          | 23a                       | 345037                      | 374375          | 23b                       |
|                                                        | 345025                 | 374399          | 24a                       | 345121                      | 374612          | 24b                       |
|                                                        | 345021                 | 374384          | 25a                       | 338253                      | 370606          | 25b                       |
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|                                                        | 344631                 | 374707          | 31a                       | 344681                      | 374744          | 31b                       |
|                                                        | 344606                 | 373756          | 32a                       | 344727                      | 373613          | 32b                       |
|                                                        | 344577                 | 374124          | 34a                       | 344612                      | 374061          | 34b                       |
|                                                        | 344562                 | 373687          | 35a                       | 344655                      | 373771          | 35b                       |
|                                                        | 344526                 | 374826          | 38a                       | 344550                      | 374829          | 38b                       |
|                                                        | 344523                 | 373977          | 39a                       | 344618                      | 374028          | 39b                       |
|                                                        | 344510                 | 373264          | 40a                       | 344550                      | 373265          | 40b                       |
|                                                        | 344501                 | 374115          | 41a                       | 344557                      | 374134          | 41b                       |
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|                                                        | 343371                 | 371565          | 45a                       | 343383                      | 371547          | 45b                       |

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|             | 336461 | 369054 | 145a | 336562 | 369137 | 145b |
|             | 336383 | 368928 | 146a | 336415 | 368981 | 146b |
| In the      | 336303 | 368960 | 147a | 336401 | 368893 | 147b |
| Counties of |        |        |      |        |        |      |
| Cheshire    |        |        |      |        |        |      |
| West and    |        |        |      |        |        |      |
| Chester and |        |        |      |        |        |      |
| Flintshire  |        |        |      |        |        |      |
| In the      | 336239 | 367713 | 148a | 336360 | 367878 | 148b |
| County of   | 336142 | 368871 | 149a | 336266 | 368825 | 149b |
| Flintshire  | 336108 | 368859 | 150a | 336234 | 368808 | 150b |
|             | 336008 | 368717 | 151a | 336140 | 368845 | 151b |
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| 329478 | 367060 | 265a | 329570 | 367332 | 265b |
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| 325646 | 368419 | 327a | 325721 | 368438 | 327b |
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| 325307 | 369097 | 339a | 325390 | 369118 | 339b |
| 325259 | 369284 | 343a | 325436 | 369399 | 343b |

PART [ ]

Removal of important hedgerows

| (1) Area | (2) Hedgerow number | (3) Grid coordinates |          | (5) Grid coordinates |          | (4) Identifier |
|----------|---------------------|----------------------|----------|----------------------|----------|----------------|
|          |                     | Easting              | Northing | Easting              | Northing |                |

SCHEDULE 12

Article 48

Arbitration rules

**Primary objective**

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 48 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within twenty business days of the dispute arising, or such longer period as agreed in writing by the Parties, will be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration will be deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).

**Time periods**

2.—(1) All time periods in these Arbitration Rules will be measured in business days and this will exclude weekends, bank and public holidays.

(2) Time periods will be calculated from the day after the Arbitrator is appointed which will be either—

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.



## **Timetable**

**3.**—(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, and the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the Claimant's statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—

- (a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
- (c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 5 days of the Respondent serving its statements sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

- (a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the Respondent's submissions;
- (c) any expert report in response to the Respondent's submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

## **Procedure**

**4.**—(1) The Arbitrator will make an award on the substantive difference based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(2) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within 5 days of receiving the last submission, the Arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within 10 days of the Arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(5) A decision will be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(6) There will be no process of examination and cross-examination of experts, but the Arbitrator will invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

- (a) at least 20 days before a hearing, the Arbitrator will provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 10 days of the issues being provided; and
- (c) the form and content of a joint report will be as directed by the Arbitrator and must be provided at least 5 days before the hearing.

(7) Within 10 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator will take these submissions into account in the Award.

(8) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(10) The Arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given is to be proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

### **Arbitrator's powers**

**5.—**(1) The Arbitrator has all the powers of the Arbitration Act 1996(a), including the non-mandatory sections, save where modified by these Rules.

(2) There will be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

- (a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

## **Costs**

6.—(1) The costs of the Arbitration will include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Subject to sub-paragraph (3), the Arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The Arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

## **Confidentiality**

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be confidential and will only be publically disclosed where required by law or with the agreement of both parties.

(2) The Arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph prevents any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

## **EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order grants development consent for, and authorises the construction, operation and maintenance of a pipeline for the transport of carbon dioxide from Ince, near Stanlow in the County of Cheshire and Chester West to the Point of Ayr Terminal, Talacre, Flintshire. This Order imposes requirements in connection with the development and authorises the compulsory purchase of land (including rights in land) and the right to use land and to override easements and other rights. A copy of the plans and book of reference referred to in this Order and certified in accordance with article 44 (certification of plans) may be inspected free of charge at the offices of Liverpool Bay CCS at Eni House, 10 Ebury Bridge Road, London SW1W 8PZ.