



# Gatwick Airport Northern Runway Project

## Draft Development Consent Order – Clean Version

### Book 2

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**INFRASTRUCTURE PLANNING**

**Gatwick Airport (Northern Runway Project) Development  
Consent Order 202[ ]**

*Made* - - - - 202[ ]

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

The application was examined by the examining authority appointed by the Secretary of State pursuant to Chapter 2 of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of Part 6 of the 2008 Act, and the Infrastructure Planning (Examination Procedure) Rules 2010(c).

The examining authority, having considered the application together with the accompanying documents and the representations made and not withdrawn, has submitted a report to the Secretary of State under section 74(2) of the 2008 Act setting out its findings, conclusions and recommendations in respect of the application.

The Secretary of State, having considered the representations made and not withdrawn, and the report of the examining authority, has decided to make an Order granting development consent for the development described in the application [with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

The Secretary of State is satisfied that the special category land identified in Part 1 of Schedule 10 to this Order is required for the widening or drainage of an existing highway or partly for the widening and partly for the drainage of such a highway and the giving in exchange of other land is unnecessary, whether in the interests of the persons, if any, entitled to rights of common or other rights or in the interests of the public, and that accordingly section 131(5) of the 2008 Act applies in respect of that land;

The Secretary of State is satisfied that rights to be acquired over the land identified in Part 3A of Schedule 10 to this Order will be acquired for a temporary (although possibly long-lived) purpose, and that accordingly section 132(4B) of the 2008 Act applies in respect of that land; and

The Secretary of State is satisfied that rights to be acquired over the land identified in Part 3B of Schedule 10 to this Order, when imposed on the relevant open space land, will leave that land no less advantageous than it was before to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights and the public, and that accordingly section 132(3) of the 2008 Act applies in respect of that land.

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 117, 120, 122 and 123 of the 2008 Act, makes the following Order—

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(a) 2008 c. 29. Section 37 was amended by section 173(5) of, and paragraph 5 of Schedule 13 to, the Localism Act 2011 (c. 20). Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).  
(b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755.  
(c) S.I. 2010/103, amended by S.I. 2012/635.

# PART 1

## PRELIMINARY

### Citation and commencement

1. This Order may be cited as the Gatwick Airport (Northern Runway Project) Development Consent Order 202[ ] and comes into force on [ ] 202[ ].

### Interpretation

2.—(1) In this Order—

- “the 1961 Act” means the Land Compensation Act 1961(a);
- “the 1965 Act” means the Compulsory Purchase Act 1965(b);
- “the 1972 Act” means the Local Government Act 1972(c);
- “the 1980 Act” means the Highways Act 1980(d);
- “the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(e);
- “the 1982 Act” means the Civil Aviation Act 1982(f);
- “the 1984 Act” means the Road Traffic Regulation Act 1984(g);
- “the 1990 Act” means the Town and Country Planning Act 1990(h);
- “the 1991 Act” means the New Roads and Street Works Act 1991(i);
- “the 2008 Act” means the Planning Act 2008(j);
- “the 2015 Regulations” means the Town and Country Planning (General Permitted Development) (England) Order 2015(a);

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- (a) 1961 c. 33.
  - (b) 1965 c. 56.
  - (c) 1972 c. 70.
  - (d) 1980 c. 66. Section 1(1) was amended by section 21(2) to the New Roads and Street Works Act 1991 (c. 22); sections 1(2), (3) and (4) were amended by section 8 of, and paragraph (1) of Schedule 4 to, the Local Government Act 1985 (c. 51); section 1(2A) was inserted by, and section 1(3) was amended by, section 259(1), (2) and (3) of the Greater London Authority Act 1999 (c. 29); sections 1(3A) and 1(5) were inserted by section 22(1) of, and paragraph 1 of Schedule 7 to, the Local Government (Wales) Act 1994 (c. 19). Section 36(2) was amended by section 4(1) of, and paragraphs 47(a) and (b) of Schedule 2 to, the Housing (Consequential Provisions) Act 1985 (c. 71), by S.I. 2006/1177, by section 4 of, and paragraph 45(3) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11), by section 64(1), (2) and (3) of the Transport and Works Act 1992 (c. 42) and by section 57 of, and paragraph 5 of Part 1 of Schedule 6 to, the Countryside and Rights of Way Act 2000 (c. 37); section 36(3A) was inserted by section 64(4) to the Transport and Works Act 1992 (c. 42) and was amended by S.I. 2006/1177; section 36(6) was amended by section 8 of, and paragraph 7 of Schedule 4 to, the Local Government Act 1985 (c. 51); and section 36(7) was inserted by section 22(1) of, and paragraph 4 of Schedule 7 to, the Local Government (Wales) Act 1994 (c. 19). Section 329 was amended by section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c. 29) and by section 190(3) of, and Part 1 of Schedule 27 to, the Water Act 1989 (c. 15). There are other amendments to the 1980 Act which are not relevant to this Order.
  - (e) 1981 c. 66. Sections 2(3), 6(2) and 11(6) were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11). Section 15 was amended by sections 56 and 321(1) of, and Schedules 8 and 16 to, the Housing and Regeneration Act 2008 (c. 17). Paragraph 1 of Schedule 2 was amended by section 76 of, and Part 2 of Schedule 9 to, the Housing Act 1988 (c. 50); section 161(4) of, and Schedule 19 to, the Leasehold Reform, Housing and Urban Development Act 1993 (c. 28); and sections 56 and 321(1) of, and Schedule 8 to, the Housing and Regeneration Act 2008 (c. 17). Paragraph 3 of Schedule 2 was amended by section 76 of, and Schedule 9 to, the Housing Act 1988 (c. 50) and section 56 of, and Schedule 8 to, the Housing and Regeneration Act 2008 (c. 17). Paragraph 2 of Schedule 3 was repealed by section 277 of, and Schedule 9 to, the Inheritance Tax Act 1984 (c. 51). There are other amendments to the 1981 Act which are not relevant to this Order.
  - (f) 1982 c. 16.
  - (g) 1984 c. 27.
  - (h) 1990 c. 8. Section 206(1) was amended by section 192(8) of, and paragraphs 7 and 11 of Schedule 8 to, the Planning Act 2008 (c. 29) (date in force to be appointed see section 241(3), (4)(a) and (c) of the 2008 Act). There are other amendments to the 1990 Act which are not relevant to this Order.
  - (i) 1991 c. 22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c. 26). Sections 79(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
  - (j) 2008 c. 29.

“the 2017 Regulations” means the Compulsory Purchase of Land (Vesting Declarations) (England) Regulations 2017<sup>(b)</sup>;

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

“airport” means London Gatwick Airport, an airport within the meaning given in section 66 (airports) of the Civil Aviation Act 2012<sup>(c)</sup> comprised of the area shown on the airport boundary plan;

“airport boundary plan” means the document certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“airport road” means a road (including both highways and roads for which public access is restricted) located within the airport and, where only part of a road is located within the airport, includes that part;

“apparatus” unless otherwise provided for, has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act;

“associated development” has the same meaning as in section 115 (development for which development consent may be granted) of the 2008 Act;

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

“book of reference” means the document certified as such by the Secretary of State under article 52 (certification of documents, etc.);

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

“carriageway” has the same meaning as in section 329(1) (further provision as to interpretation) of the 1980 Act and includes part of a carriageway;

“CBC” means Crawley Borough Council;

“commence” means the carrying out of any material operation (as defined in section 155 (when development begins) of the 2008 Act) forming part, or carried out for the purposes, of the authorised development other than operations consisting of—

- (a) remedial work in respect of any contamination or adverse ground conditions;
  - (b) environmental (including archaeological) surveys and investigation;
  - (c) investigations for the purpose of assessing ground conditions;
  - (d) site or soil surveys;
  - (e) erection of fencing to site boundaries or marking out of site boundaries;
  - (f) removal of hedgerows, trees and shrubs;
  - (g) installation of amphibian and reptile fencing;
  - (h) the diversion or laying of services;
  - (i) ecological mitigation measures;
  - (j) receipt and erection of construction plant and equipment;
  - (k) erection of temporary buildings and structures;
  - (l) site preparation and site clearance;
  - (m) establishment of construction compounds;
  - (n) establishment of temporary haul roads; and
  - (o) the temporary display of site notices, advertisements or information,
- and “commencement” and “commenced” are to be construed accordingly;

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(a) S.I. 2015/596.

(b) S.I. 2017/3.

(c) 2012 c. 19.



“consolidated environmental statement” means the document certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“code of construction practice” means the document certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“cycle track” has the same meaning as in section 329(1) (further provision as to interpretation)(a) of the 1980 Act and for the purposes of this Order includes a right of way on foot;

“development” means the carrying out of a material operation, as defined in section 155 (when development begins) of the 2008 Act excluding any operation excluded from the definition of “commence”;

“discharging authority” means the body responsible for giving any endorsement, agreement or approval required by a requirement;

“electronic transmission” means a communication transmitted—

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

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

“environmental statement” means the document submitted by the undertaker in support of its application for development consent and detailed in the consolidated environmental statement;

“existing northern runway” means the airport’s northern runway as configured and used at the date of this Order;

“footway” and “footpath” have the same meaning as in section 329(1) (further provision as to interpretation) of the 1980 Act and include part of a footway or footpath;

“highway” and “highway authority” have the same meaning as in sections 328 (meaning of highway) and 1 (highway authorities: general provision) (respectively) of the 1980 Act and “highway” includes part of a highway;

“highway works” means the construction or alteration of any highway authorised by this Order;

“land plans” means the plans certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“limits of works” means the limits of works referred to in article 6 (limits of works );

“local highway” means a highway—

(a) which is not an airport road; and

(b) for which National Highways is not (and will not be upon completion of any relevant works) the highway authority;

“local highway authority” means the highway authority in respect of the local highway in question;

“local highway works” means the construction or alteration of any local highway authorised by this Order;

“main runway” means the airport’s main runway at the date of this Order, being the runway located immediately to the south of the existing northern runway and which is used for routine take-offs and landings of aircraft;

“maintain” in relation to the authorised development includes to inspect, repair, adjust, alter, remove, refurbish, replace, improve or reconstruct to the extent that such works do not give rise to any materially new or materially different environmental effects from those identified in the environmental statement and any derivative of “maintain” is to be construed accordingly;

“MVDC” means Mole Valley District Council;

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

“National Highways” means National Highways Limited (company registration number 09346363) whose registered address is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ;

“national highway works” means the construction or alteration of any highway authorised by this Order for which National Highways is, or will be once the works are complete, the highway authority;

“Order land” means the land shown shaded pink or blue on the land plans 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 landscape and ecology management plan” means the document certified as such by the Secretary of State under article 52 (certification of documents, etc.);

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

“outline arboricultural and vegetation method statement” means the document certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“parameter plans” means the plans certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“planning authority” has the same meaning as “local planning authority” in the 1990 Act;

“RBBC” means Reigate and Banstead Borough Council;

“relevant highway authority” means, in any given provision of this Order, the highway authority for the highway to which the provision refers or relates;

“relevant planning authority” means in any given provision of this Order, the planning authority for the area of land to which the provision refers or relates;

“replacement land” has the same meaning as in section 131(12) (commons, open spaces etc.: compulsory acquisition of land) of the 2008 Act;

“repositioned northern runway” means the existing northern runway as amended by Work No. 1;

“requirement” means a requirement set out in Schedule 2 (requirements), and a reference to a numbered requirement is a reference to the requirement set out in the paragraph of the same number in that Schedule;

“rights of way and access plans” means the plans certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“Secretary of State” means the Secretary of State for Transport;

“special category land” means land forming part of a common, open space or fuel or field garden allotment, as identified shaded orange and blue on the special category land plans;

“special category land plans” means the plans certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“start date” means the later of the day after—

(a) the day on which the period for legal challenge in respect of this Order under section 118 of the 2008 Act expires; or

(b) the final determination of any legal challenge under that section;

“statutory undertaker” means any statutory undertaker for the purposes of section 127(8) (statutory undertakers’ land) or section 138(4A) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act;

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(a) 1981 c. 67.

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

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

“substantially in accordance with” means that the plan or detail to be submitted should in the main accord with the outline document and where it varies from the outline document should not give rise to any new or any materially different environmental effects in comparison with those reported in the environmental statement;

“surface access general arrangements” means the documents certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“surface access engineering section drawings” means the documents certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“surface access structure section drawings” means the documents certified as such by the Secretary of State under article 52 (certification of documents, etc.);

“TDC” means Tandridge District Council;

“traffic authority” has the same meaning as in section 121A (traffic authorities) of the 1984 Act;

“tree survey report and arboricultural impact assessment” means the document of that description certified by the Secretary of State under article 52 (certification of documents, etc.);

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

“undertaker” means Gatwick Airport Limited (company registration number 01991018) whose registered address is at 5th Floor, Destinations Place, Gatwick Airport, Gatwick, West Sussex, RH6 0NP or any person who has the benefit of this Order in accordance with articles 7 (benefit of Order) and 8 (consent to transfer benefit of Order);

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

“a work” means a numbered work identified as part of the authorised development in Schedule 1 (authorised development) and includes any other associated development related to that work; and

“works plans” means the plans certified as such by the Secretary of State under article 52 (certification of documents, etc.).

(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 restrictions are references to restrictive covenants over land which interfere with the interests or rights of another and are for the benefit of land which is acquired, or rights over which are acquired, under this Order.

(3) Subject to article 6 (limits of works) all distances, directions and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development and shown on the works plans or rights of way and access plans are taken to be measured along that work.

(4) References in this Order to the creation and acquisition of rights over land includes references to rights to oblige a party having an interest in land to grant those rights referenced in the Order, at the discretion of the undertaker, either—

- (a) to an affected person directly, where that person’s land or rights over land have been adversely affected by this Order, and, where that is the case, the rights referenced in the Order are to be granted for the benefit of the land in which that affected person has an interest at the time of the making of this Order; or
- (b) to any statutory undertaker for the purpose of their undertaking.

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

(6) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the plans to which the reference applies.

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

(8) References to any statutory body includes that body's successor bodies from time to time.

(9) References in this Order to materially new or materially different environmental effects in comparison with those reported in the environmental statement must not be construed so as to preclude the undertaker from avoiding, removing or reducing an adverse environmental effect that was reported in the environmental statement.

(10) 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 including the requirements in Schedule 2 (requirements), the undertaker is granted development consent to construct, operate and use the authorised development.

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

#### **Maintenance of authorised development**

**4.** 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.

#### **Maintenance of drainage works**

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

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

#### **Limits of Works**

**6.—**(1) Subject to paragraph (2), each numbered work must be situated within the limits of the corresponding numbered area shown on the works plans.

(2) Any of Work Nos. 35, 36 or 37 (surface access works) may be situated within the limits shown on the works plans of Work Nos. 35, 36 and 37 taken as a whole.

(3) In constructing Work Nos. 6, 9, 10, 11, 12, 13, 15, 16, 22, 23, 26, 27, 28, 30, 31, 32, 43 [and 44] the undertaker must not exceed the maximum heights shown and noted on the parameter plans (these heights being listed solely for information in Schedule 13 (maximum parameter heights)).

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(a) 1991 c. 59. The definition of "drainage" (in section 72(1) of the Land Drainage Act 1991 (c. 59)) was substituted by section 100(2) of the Environment Act 1995 (c. 25).

(4) In constructing Work Nos. 35, 36 and 37 (surface access works), the undertaker may deviate—

- (a) vertically from the levels shown or noted on the surface access engineering section drawings to a maximum of—
  - (i) in respect of Work No. 35(a) between points A1 and B1 on the parameter plans, 1.5 metres upwards and 2 metres downwards;
  - (ii) in respect of Work Nos. 35(b), 35(c), 35(e), 35(f), 36(e) and 36(f), 1.5 metres upwards and 2 metres downwards; and
  - (iii) in respect of all other parts of Work Nos. 35, 36 and 37, 1 metre upwards and 1 metre downwards; and
- (b) laterally within the “Surface Access Works Lateral Limits” shown on the parameter plans.

(5) In constructing Work Nos. 4(b) and 4(e) (exit/entrance taxiways), the undertaker—

- (a) may deviate laterally to the extent shown or noted on the parameter plans; but
- (b) where an area is specified in square metres on the parameter plans for a component of these works, must not exceed that area.

(6) The limits set out in paragraphs (1), (3) and (5) do not apply where it is demonstrated by the undertaker to CBC’s satisfaction and CBC certifies accordingly that works in excess of these limits would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(7) The limits set out in paragraphs (2) and (4) do not apply where it is demonstrated by the undertaker to the relevant highway authority’s satisfaction and the relevant highway authority certifies accordingly that works in excess of these limits would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

### **Benefit of Order**

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

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

### **Consent to transfer benefit of Order**

8.—(1) Subject to paragraph (4), 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 in writing between the undertaker and the transferee; or
- (b) grant to another person (“the grantee”) for a period agreed in writing between the undertaker and the grantee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

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

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

(4) The consent of the Secretary of State is required for a transfer or grant under this article, except where the transfer or grant of any or all of the benefits of the provisions and such related statutory rights as may be agreed is made to the following bodies—

- (a) in relation to a transfer or a grant of any works within a highway, the relevant highway authority; or
- (b) in relation to a transfer or a grant relating to any part of Work Nos. 10(h), 11(d), 28(b) (office and welfare facilities), 16 (new aircraft hangar), 26, 27, 28(a) or 29 (hotels) and any relevant accesses thereto, any registered company.

(5) The undertaker must notify National Highways in the event that it exercises the power in paragraph (1) to transfer or grant to a person other than National Highways the benefit of the Order in respect of national highway works.

(6) The undertaker must notify a local highway authority in the event that it exercises the power in paragraph (1) to transfer or grant to a person other than that local highway authority the benefit of the Order in respect of local highway works in an area for which that local highway authority is the relevant highway authority.

### **Planning permission**

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

(2) The authorised development may be carried out or continue to be carried out, and the airport may be operated or continue to be operated, pursuant to this Order notwithstanding the initiation of development pursuant to any planning permission which may be physically incompatible with the authorised development or inconsistent with any provision of this Order.

(3) Any planning permission which has been initiated prior to the commencement of the authorised development pursuant to this Order may continue to be lawfully implemented thereafter notwithstanding any physical incompatibility with the authorised development or inconsistency with any provision of this Order.

(4) Any conditions of any planning permission granted prior to the date of this Order that are incompatible with the requirements of this Order or the authorised development shall cease to have effect from the date the authorised development is commenced and for the purpose of this article planning permissions deemed to be granted pursuant to the 2015 Regulations shall be deemed to be granted prior to the date of this Order.

(5) Where the undertaker identifies an incompatibility between a condition of a planning permission and this Order that engages paragraph (4), it must notify the relevant planning authority and use reasonable endeavours to notify the current beneficiary of the affected planning permission as soon as reasonably practicable.

(6) Subject to paragraph (7), nothing in this Order restricts any person from seeking or implementing, or the relevant planning authority from granting, planning permission for development within the Order limits.

(7) The undertaker must not exercise the permitted development right in Class F of Part 8 of Schedule 2 to the 2015 Regulations for any development on the areas labelled Work No. 38 (habitat enhancement area and flood compensation area at Museum Field) or Work No. 43 (water treatment works) on the works plans.

(8) In this article—

- (a) “initiate” means when development of land shall be taken to be begun as per section 56 (time when development begun) of the 1990 Act, and “initiated” and “initiation” are defined accordingly; and
- (b) “planning permission” means planning permission granted under the 1990 Act including planning permission deemed to be granted under article 3 (permitted development) and Classes F, G, I, J, K, L, M and N of Part 8 (transport related development) of Schedule 2 to the 2015 Regulations.

## PART 3

### STREETS

#### Application of the 1991 Act

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

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

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

(3) The following provisions of the 1991 Act (whether modified or not by the permit schemes or the lane rental schemes) do not apply in relation to any works executed under the powers conferred by this Order—

- (a) section 56 (directions as to timing)(c);
- (b) section 56A (power to give directions as to placing of apparatus)(d);
- (c) section 58 (restrictions following substantial road works)(e);
- (d) section 58A (restriction on works following substantial street works)(f);
- (e) section 73A (power to require undertaker to re-surface street)(g);
- (f) section 73B (power to specify timing etc. of re-surfacing)(h);
- (g) section 73C (materials, workmanship and standard of re-surfacing)(i);
- (h) section 77 (liability for cost of use of alternative route);
- (i) section 78A (contributions to costs of re-surfacing by undertaker)(j); and
- (j) Schedule 3A (restriction on works following substantial street works)(k).

(4) The provisions of the 1991 Act mentioned in paragraph (5) (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved under, those provisions apply (with the necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 14 (temporary closure of streets), whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

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

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- (a) Section 64 was amended by Schedule 17 to the Local Government Act 1985 (c. 51) and Schedule 9 to the 1991 Act.
  - (b) Section 184 was amended by section 4 of, and Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and Schedule 8 to the 1991 Act and sections 35 and 46 of the Criminal Justice Act 1982 (c. 48).
  - (c) Section 56 was amended by section 43 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
  - (d) Section 56A was inserted by section 44 of the Traffic Management Act 2004 (c. 18).
  - (e) Section 58 was amended by section 51 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
  - (f) Section 58A was inserted by section 52 of the Traffic Management Act 2004 (c. 18).
  - (g) Section 73A was inserted by section 55 of the Traffic Management Act 2004 (c. 18).
  - (h) Section 73B was inserted by section 55 of the Traffic Management Act 2004 (c. 18).
  - (i) Section 73C was inserted by section 55 of the Traffic Management Act 2004 (c. 18).
  - (j) Section 78A was inserted by section 57 of the Traffic Management Act 2004 (c. 18).
  - (k) Schedule 3A was inserted by Schedule 4 to the Traffic Management Act 2004 (c. 18).

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

and all such other provisions as apply for the purposes of the provisions mentioned above.

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

(7) Subject to paragraph (3), the permit schemes and the lane rental schemes apply to the construction and maintenance of the authorised development and must be used by the undertaker in connection with the exercise of any powers conferred by this Part.

(8) For the purposes of this Order a permit may not be granted under the permit schemes subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(9) Any difference arising between the undertaker and either of West Sussex County Council or Surrey County Council under the relevant permit scheme will be resolved by arbitration under article 54 (arbitration).

(10) For the avoidance of doubt, as regards any streets within the airport the undertaker shall not be required to give any notice, afford any facilities or pay any fee or costs to a street authority or traffic authority or do anything else that the undertaker would not be obliged to do were it not for this Order.

(11) In this article—

- (a) “the permit schemes” means the following schemes made under Part 3 of the Traffic Management Act 2004 as in force at the date on which this Order is made—
  - (i) the Traffic Management (Surrey County Council) Permit Scheme Order 2015 (as varied); and
  - (ii) the West Sussex County Council Permit Scheme Order 2016 (as varied); and
- (b) “the lane rental schemes” means the lane rental schemes approved by the Secretary of State under section 74A(2) of the 1991 Act in the following Orders as in force at the date on which this Order is made—
  - (i) the Street Works (Charges for Occupation of the Highway) (Surrey County Council) Order 2021; and
  - (ii) the Street Works (Charges for Occupation of the Highway) (West Sussex County Council) Order 2022.

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(a) Sections 54, 55, 57, 60, 68 and 69 were amended by sections 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).

(b) As amended by section 49(1) of the Traffic Management Act 2004 (c. 18).

(c) As amended by sections 49(2) and 51(9) of the Traffic Management Act 2004 (c. 18).

(d) As amended by section 52(3) of the Traffic Management Act 2004 (c. 18).

(e) As amended by section 42 of the Traffic Management Act 2004 (c. 18).



### **Street works**

**11.**—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets as are within the Order limits and may—

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

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

(3) Subject to article 10 (application of the 1991 Act), the provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).

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

**12.**—(1) Subject to the following provisions of this article, the undertaker may for the purposes of constructing, operating or maintaining the authorised development enter on and alter the layout of, or carry out any works on, any street within the Order limits and, without limiting the scope of this paragraph, the undertaker may—

- (a) alter the level or increase the width of any street, footpath, footway, cycle track, carriageway or verge or central reservation;
- (b) make and maintain passing place(s);
- (c) increase the width of the carriageway of the street by reducing the width of any footpath, footway, cycle track, verge or central reservation within the street;
- (d) reduce the width of the carriageway of the street;
- (e) execute any works to widen or alter the alignment of pavements;
- (f) execute any works of surfacing or re-surfacing of the street; and
- (g) execute any works necessary to alter existing facilities for the management and protection of pedestrians.

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

(3) The powers conferred by paragraph (1) must not be exercised without the consent of the street authority (this consent not to be unreasonably withheld).

(4) Article 56 (deemed consent) applies to an application to the street authority for consent under paragraph (3).

(5) Paragraphs (2) and (3) of this article do not apply to any streets within the airport.

### **Stopping up of streets**

**13.**—(1) Subject to the following provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up permanently each of the streets specified in columns (1) and (2) of Part 1 of Schedule 3 (streets to be stopped up and substitute streets and new streets to be provided) to the extent specified, by reference to the rights of way and access plans, in column (3) of Part 1 of that Schedule.

(2) No street specified in columns (1) and (2) of Part 1 of Schedule 3 is to be wholly or partly stopped up under this article unless—

- (a) the new street to be substituted for it, which is specified in column (4) of that Part of that Schedule, has been completed to the reasonable satisfaction of the relevant street authority and is open for use; or
  - (b) a temporary alternative route for the passage of such traffic as could have used the street to be stopped up is first provided to the reasonable satisfaction of the relevant street authority and subsequently maintained by the undertaker between the commencement and termination points for the stopping up of the street until the completion and opening of the new street in accordance with sub-paragraph (a).
- (3) Where a street has been stopped up under this article—
- (a) all rights of way over or along the street so stopped up are extinguished; and
  - (b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the street as is bounded on both sides by land owned by the undertaker.
- (4) Any person who suffers loss by the suspension or extinguishment of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
- (5) This article is subject to article 42 (apparatus and rights of statutory undertakers in stopped up streets).

### **Temporary closure of streets**

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

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

(2) Without limitation on the scope of paragraph (1), the undertaker may use any street temporarily closed, altered or diverted under the powers conferred by this article and which is 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 closure, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) The undertaker must not temporarily close, alter, divert, prohibit the use of or restrict the use of any street—

- (a) without the consent of the street authority, which may attach reasonable conditions to any consent but such consent must not be unreasonably withheld; and
- (b) unless a temporary diversion to be substituted for it is open for use and has been completed to the reasonable satisfaction of the street authority.

(5) Where the undertaker provides a temporary diversion under this article, the new or temporary alternative route is not required to be of a higher standard than the temporarily closed street.

(6) Prior to the reopening of any street temporarily closed under this article, the undertaker must remove all temporary works and restore the street to its previous condition.

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

(8) Article 56 (deemed consent) applies to an application to the street authority for consent under paragraph (4).

(9) Paragraphs (4) and (6) of this article do not apply to any streets within the airport.

## **Public rights of way – creation, diversion and stopping up**

**15.**—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development—

- (a) divert each of the public rights of way specified in columns (1) and (2) of Part 1 of Schedule 4 (public rights of way to be permanently diverted for which a substitute is to be provided) to the extent specified in column (3) of that Part of that Schedule;
- (b) provide the substitute public rights of way described in column (4) of Part 1 of Schedule 4 between the specified terminus points and to the specified classification;
- (c) temporarily close public rights of way to the extent agreed with the relevant highway authority and provide substitute temporary public rights of way between terminus points, on an alignment to be agreed with the relevant highway authority (in both respects agreement not to be unreasonably withheld or delayed); and
- (d) stop up each of the public rights of way specified in columns (1) and (2) of Part 2 of Schedule 4 (public rights of way to be permanently stopped up for which no substitute is to be provided) to the extent specified in column (3) of that Part of that Schedule.

(2) No public right of way may be diverted pursuant to paragraph (1)(a) unless the respective substitute public right of way has first been provided pursuant to paragraph (1)(b) to the reasonable satisfaction of the relevant highway authority.

(3) No public right of way may be closed pursuant to paragraph (1)(c) unless the substitute temporary public right of way agreed with the relevant highway authority has been provided to the reasonable satisfaction of the relevant highway authority.

(4) Any temporary diversion route agreed by the relevant highway authority under paragraph (3) must be maintained by the undertaker for the duration of the diversion with appropriate clear signage of the temporarily diverted route.

(5) The undertaker must in connection with the carrying out of the authorised development provide the new footways and cycle tracks specified in columns (1) and (2) of Part 3 of Schedule 4 (footways and cycle tracks).

## **Access to works**

**16.**—(1) Subject to paragraphs (2) and (3), the undertaker may for the purposes of the authorised development form and layout 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) The power in paragraph (1) may only be exercised with the consent of the street authority in consultation with the relevant planning authority (such consent not to be unreasonably withheld) provided that no consent is required in respect of airport roads.

(3) The private means of access set out in columns (1) and (2) of Part 2 of Schedule 3 (private means of access to be stopped up and substitute private means and new private means) may be removed by the undertaker to the extent specified in column (3) of that Part of that Schedule and if removed must be replaced by the means of access as set out in column (4) of that Part of that Schedule.

(4) Article 56 (deemed consent) applies to an application to the street authority for consent under paragraph (2).

## **Classification of roads, etc.**

**17.**—(1) From the date on which the new and realigned roads described in columns (1) and (2) of Parts 1, 2 and 3 of Schedule 5 (classification of roads) have been completed and are open for through traffic, they are to be classified as follows for the purpose of any enactment or instrument which refers to highways classified as such—

- (a) those new and realigned roads listed in Part 1 of Schedule 5 (new and realigned classified trunk roads) are to be classified trunk roads;

- (b) those new and realigned roads listed in Part 2 of Schedule 5 (new and realigned classified non-trunk roads) are to be classified non-trunk roads; and
- (c) those new and realigned roads listed in Part 3 of Schedule 5 (new and realigned unclassified roads) are to be unclassified roads,

and in respect of each road the body set out in column (1) of Part 1, 2 or 3 of Schedule 5 (respectively) is the highway authority for those roads.

(2) The existing road described in Part 4 of Schedule 5 (roads to be de-trunked) is to cease to have the classification of trunk road to the extent specified in column (2) of that Part of that Schedule and shall be the responsibility of the relevant highway authority set out in column (1) of that Part of that Schedule.

(3) From the date determined by the undertaker, being not before the date on which Work No. 35 (South Terminal Junction improvements) is completed and open for traffic, the roundabout circulatory carriageway at junction 9 of the M23 is to cease to have the classification of motorway and will instead be classified as a trunk road with an A-road classification.

(4) Any classification made under this article shall take effect as if such classification had been made under sections 10(2) (general provision as to trunk roads) and 12(3) (general provision as to principal and classified roads) of the 1980 Act.

### **Traffic regulations**

**18.**—(1) Subject to the provisions of this article, from the date determined by the undertaker the order specified in column (3) of Part 3 of Schedule 6 (revocations & variations of existing traffic regulation orders) is to be varied or revoked as specified in the corresponding row of column (4) of that Part of that Schedule in respect of the lengths of roads specified in the corresponding row of column (2) of that Part of that Schedule.

(2) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development regulate vehicular speed by imposing speed restrictions on vehicles in the manner specified in column (4) of Part 1 of Schedule 6 (speed limits) on those roads specified in columns (1) and (2) of that Part of that Schedule along the lengths and between the points specified in column (3) of that Part of that Schedule.

(3) Subject to the provisions of this article, the undertaker may in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation or maintenance 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.

(4) The undertaker must not exercise the powers conferred by paragraphs (1), (2) or (3) of this article unless it has—

- (a) given to the chief officer of police and to the traffic authority in whose area the road is situated not less than—
  - (i) 12 weeks' (or, for airport roads, 28 days') notice in writing of its intention so to do in the case of a prohibition, restriction or other provision intended to have effect permanently; or
  - (ii) except in the case of an emergency, 4 weeks' (or, for airport roads, 7 days') notice in writing of its intention so to do in the case of a prohibition, restriction or other provision intended to have effect temporarily; and

(b) advertised its intention in such manner as the traffic authority may specify in writing within 2 weeks of its receipt of notice of the undertaker's intention as provided for in sub-paragraph (a).

(5) Before complying with the process in paragraph (4) in respect of the exercise of the power conferred by paragraph (3), the undertaker must consult—

- (a) the chief officer of police for the area in which the relevant road is situated;
- (b) the traffic authority in whose area the relevant road is situated; and
- (c) any other such persons as the undertaker considers necessary and appropriate,

and the undertaker must take into consideration any representations made to it by any such persons.

(6) The undertaker must not exercise the power conferred by paragraph (3) of this article without the consent of the traffic authority (such consent not to be unreasonably withheld).

(7) Any prohibition, restriction or other provision made by the undertaker under paragraphs (1), (2) or (3)—

- (a) has effect as if duly made by, as the case may be—
  - (i) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or
  - (ii) the local authority in whose area the road is situated, as an order under section 32 (power of local authorities to provide parking spaces)(a) of the 1984 Act, and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and
- (b) is deemed to be a traffic order for the purposes of Schedule 6 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004(b).

(8) A copy of the instrument referred to in paragraph (7)(a) must be held at the registered office address of the undertaker for inspection during normal working hours and a copy must be sent to each of Surrey County Council and West Sussex County Council.

(9) 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 paragraphs (1), (2) or (3) at any time.

(10) Provision made in respect of the roundabout circulatory carriageway at junction 9 of the M23 or accesses onto that junction pursuant to sub-paragraph (3) can include prohibitions on its access and use by pedestrians and other forms of non-motorised users as well as vehicles.

(11) From the date determined by the undertaker, being not before the date on which Work No. 35 (South Terminal Junction improvements) is completed and open for traffic, a speed restriction of 50mph is to be imposed on the roundabout circulatory carriageway at junction 9 of the M23 as if effected pursuant to paragraph (2).

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

(13) The powers conferred on the undertaker by this article with respect to any road have effect subject to any agreement entered into by the undertaker with any person with an interest in (or who undertakes activities in relation to) premises served by the road.

(14) Article 56 (deemed consent) applies to an application to the traffic authority for consent under paragraph (6).

(15) In respect of airport roads, paragraphs (4)(b), (5)(b) and (6) do not apply and paragraph (4)(a) shall be read as if it does not contain the words “and to the traffic authority”.

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

(b) 2004 c. 18.

## Clearways, prohibitions and restrictions

**19.**—(1) From the date determined by the undertaker, the restrictions specified in column (4) of Part 2 of Schedule 6 (traffic regulation measures (clearways, height restrictions and prohibitions)) are to apply to those roads specified in columns (1) and (2) of that Part of that Schedule along the lengths and between the points specified in column (3) of that Part of that Schedule, except as provided in paragraph (2) of this article or upon the direction of, or with the permission of, a uniformed constable or uniformed traffic officer.

(2) Nothing in paragraph (1) applies—

- (a) to render it unlawful to cause or permit a vehicle to wait on any part of a road, for so long as may be necessary to enable that vehicle to be used in connection with—
  - (i) the removal of any obstruction to traffic;
  - (ii) the maintenance, improvement, reconstruction or operation of the road;
  - (iii) the laying, erection, inspection, maintenance, alteration, repair, renewal or removal in or near the road of any sewer, main pipe, conduit, wire, cable, or other apparatus for the supply of gas, water, electricity or any electronic communications apparatus as defined in Schedule 3A (the electronic communications code) to the Communications Act 2003(a); or
  - (iv) any building operation or demolition;
- (b) in relation to a vehicle being used—
  - (i) for police, ambulance, fire and rescue authority or traffic officer purposes;
  - (ii) in the service of a local authority, safety camera partnership or Driver and Vehicle Standards Agency in pursuance of statutory powers or duties;
  - (iii) in the service of a water or sewerage undertaker within the meaning of the Water Industry Act 1991(b); or
  - (iv) by a universal service provider for the purposes of providing a universal postal service as defined by the Postal Service Act 2000(c); or
- (c) in relation to a vehicle waiting when the person in control of it is—
  - (i) required by law to stop;
  - (ii) obliged to stop in order to avoid an accident; or
  - (iii) prevented from proceeding by circumstances outside the person’s control.

(3) No person is to cause or permit any vehicle to wait on any part of the roads described in paragraph (1) for the purposes of selling, or dispensing of, goods from that vehicle, unless the goods are immediately delivered at, or taken into, premises adjacent to the land on which the vehicle stood when the goods were sold or dispensed.

(4) From the date determined by the undertaker, being not before the date on which Work No. 35 (South Terminal Junction improvements) is completed and open for traffic, a clearway restriction is to be imposed on the roundabout circulatory carriageway at junction 9 of the M23 as if effected pursuant to paragraph (1).

(5) Paragraphs (1), (2), and (3) have effect as if made by order under the 1984 Act, and their application may be varied or revoked by an order made under that Act or any other enactment which provides for the variation or revocation of such orders.

(6) In this article, “traffic officer” means an individual designated under section 2 (designation of traffic officers) of the Traffic Management Act 2004.

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(a) 2003 c. 21. Schedule 3A was inserted by Schedule 1 to the Digital Economy Act 2017 (c. 30).

(b) 1991 c. 56.

(c) 2000 c. 26.

### **Construction and maintenance of local highway works**

**20.**—(1) Any local highways constructed, altered or diverted under this Order must be completed to the reasonable satisfaction of the relevant highway authority and must, as regards the part constructed, altered or diverted, unless otherwise agreed between the undertaker and the relevant highway authority, be maintained by and at the expense of the undertaker for a period of 12 months from the day on which they are first open to through traffic and at the expiry of that period by and at the expense of the relevant highway authority.

(2) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a local highway under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such care as in all the circumstances was reasonably required to secure that the part of the local highway to which the action relates was not dangerous to traffic.

(3) For the purposes of a defence under paragraph (3), the court shall in particular have regard to the following matters—

- (a) the character of the local highway including the traffic which was reasonably to be expected to use it;
- (b) the standard of maintenance appropriate for a local highway of that character and used by such traffic;
- (c) the state of repair in which a reasonable person would have expected to find the local highway;
- (d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the local highway to which the action relates was likely to cause danger to users of the highway; and
- (e) where the undertaker could not reasonably have been expected to repair that part of the local highway before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant that the undertaker had arranged for a competent person to carry out or supervise the maintenance of that part of the local highway to which the action relates unless it is also proved that the undertaker had given that person proper instructions with regard to the maintenance of the highway and that those instructions had been carried out.

### **Agreements with highway authorities**

**21.**—(1) A relevant highway authority may enter into agreements with the undertaker in respect of—

- (a) the construction of any new highway, including any structure carrying the highway over any part of the authorised development;
- (b) the strengthening, improvement, repair or reconstruction of any highway, including any structure carrying the highway over any of the authorised development;
- (c) the maintenance of the structure of any bridge carrying a highway over or under any part of the authorised development;
- (d) any stopping up, alteration or diversion of a highway authorised by this Order;
- (e) the carrying out in the highway of any of the works referred to in article 11 (street works) or article 12 (power to alter layout, etc., of streets); and
- (f) such other works as the parties may agree.

(2) Such an agreement may, without limitation on the scope of paragraph (1)—

- (a) make provision for the relevant highway authority to carry out any function under this Order which relates to the highway in question;
- (b) include an agreement between the undertaker and the relevant highway authority specifying a reasonable time for the completion of the works; and

- (c) contain such terms as to payment and other matters as the parties consider appropriate, including such matters as may be included in agreements made pursuant to section 278 (agreements as to execution of works) or section 38 (power of highway authorities to adopt by agreement) of the 1980 Act.

(3) The undertaker must not commence a local highway work prior to entering into an agreement pursuant to paragraph (1) which includes details of the specification of that work which will reasonably satisfy the relevant highway authority for the purpose of article 20, and related provisions in relation to the maintenance and adoption of such works pursuant to that article.

## PART 4

### SUPPLEMENTAL POWERS

#### Discharge of water

**22.**—(1) Subject to paragraphs (3) and (4), the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991.

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

(4) The undertaker must not make any opening into any public sewer or drain except—

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

(5) Article 56 (deemed consent) applies to an application for consent under paragraph (3) or approval under paragraph (4)(a) and “the authority” in article 56 (deemed consent) shall in this case refer to the person to whom the watercourse, sewer or drain belongs.

(6) The undertaker must not, in carrying out or maintaining works under this article, damage or interfere with the bed or banks of any watercourse forming part of a main river, save where such damage or interference is required for the purpose of carrying out works authorised under this Order.

(7) The undertaker must 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 free from gravel, soil or other solid substance, oil or matter in suspension or solution.

(8) For the avoidance of doubt, nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) (requirement for an environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016<sup>(a)</sup> if such a permit would have been required if not for this article.

(9) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a sewerage undertaker or an urban development corporation;

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(a) S.I. 2016/1154.



- (b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991<sup>(a)</sup> have the same meaning as in that Act; and
- (c) “main river” means watercourses shown as such on the statutory main river maps held by the Environment Agency and the Department for Environment, Food and Rural Affairs.

(10) The Environment Agency is deemed to have granted consent under paragraph (3) where the watercourse, public sewer or drain belongs to the Environment Agency and an environmental permit under regulation 12(1)(b) (requirement for an environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016 has been granted in respect of the discharge.

(11) A sewerage undertaker is deemed to have granted consent to the discharge of trade effluent into a public sewer under paragraph (3) where the public sewer belongs to the sewerage undertaker and consent under section 118 (consent required for discharge of trade effluent into public sewer) of the Water Industry Act 1991 has been granted in respect of the discharge.

### **Protective work to buildings**

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

(2) Protective works may be carried out—

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

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

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

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

(5) Before exercising—

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

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

(6) Where a notice is served under paragraph (5), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 54 (arbitration).

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(a) 1991 c. 57.

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

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of 5 years beginning with the day on which the part of the authorised development carried out in the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the 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) is to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Subject to paragraph (6), section 13 (refusal to give possession to acquiring authority)(a) of the 1965 Act applies to entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions)(b) of the 2008 Act.

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

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the carrying out, maintenance or use of the authorised development;
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the carrying out, maintenance or use of the authorised development; and
- (c) any works the purpose of which is to secure the safe operation of the authorised development or to prevent or minimise the risk to such operation being disrupted.

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

**24.—**(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 (including any watercourses, groundwater, static water bodies or vegetation on the land);
- (b) without limitation to the scope of sub-paragraph (a), make any excavations, trial holes, boreholes and other investigations in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil, ground water, underground structures, foundations, and plant or apparatus and remove soil and water samples and discharge water from sampling operations on to the land;
- (c) without limitation to the scope of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes, boreholes or excavations.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless no less than 14 days’ notice has been served on every owner and occupier of the land, and such notice must indicate the nature of the survey or investigation that the undertaker intends to carry out.

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

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

- (3) Any person entering land under this article on behalf of the undertaker—
- (a) must, if so required, before or after entering the land, produce written evidence of their authority to do so; and
  - (b) may take onto the land such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes, boreholes or excavations.
- (4) No trial holes, boreholes or excavations are to be made under this article—
- (a) in land located within a highway boundary without the consent of the relevant highway authority; or
  - (b) in a private street without the consent of the street authority (save for streets within the airport),

but such consent must not be unreasonably withheld.

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

(6) Article 56 (deemed consent) applies to an application to a highway authority or street authority for consent under paragraph (4).

(7) Section 13 (refusal to give permission to the 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.

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

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

- (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 an imminent danger to persons using the authorised development or property within the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must—

- (a) insofar as relevant, act in accordance with British Standard 3998:2010 (Tree work – Recommendations) or any British Standard which supersedes it;
- (b) do no unnecessary damage to any tree, shrub or hedgerow; and
- (c) 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 under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The power conferred by paragraph (1) removes any obligation upon the undertaker to secure any consent under the Hedgerow Regulations 1997<sup>(a)</sup> in undertaking works pursuant to paragraph (1).

(5) In this article “hedgerow” means a hedgerow to which the Hedgerow Regulations 1997 apply by virtue of regulation 3 (Application of Regulations) and that is—

- (a) shown for removal on any of—
  - (i) Appendix A (M23 & A23 Preliminary Tree Removal & Protection Plans);

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(a) S.I. 1997/1160.

- (ii) Appendix B (Airport Preliminary Tree Removal & Protection Plans);
  - (iii) Appendix C (M23 & A23 Preliminary Vegetation Removal & Protection Plans); or
  - (iv) Appendix D (Airport Preliminary Vegetation Removal & Protection Plans),  
to the outline arboricultural and vegetation method statement; or
  - (v) Appendix H (M23 & A23 Preliminary Tree Removal Plans); or
  - (vi) Appendix I (Airport Preliminary Tree Removal Plans),  
to the tree survey report and arboricultural impact assessment; or
  - (b) otherwise approved by the relevant planning authority.
- (6) Article 56 (deemed consent) applies to approval by the relevant planning authority under sub-paragraph (5)(b).

### **Removal of human remains**

- 26.—(1) In this article “the specified land” means any land within the Order limits.
- (2) Before the undertaker carries out any development or works which will or may disturb any human remains in the specified land it is to remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.
- (3) Subject to paragraph (12), before any such remains are removed from the specified land the undertaker is to give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—
- (a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and
  - (b) displaying a notice in a conspicuous place on or near to the specified land.
- (4) As soon as reasonably practicable after the first publication of a notice under paragraph (3) the undertaker is to send a copy of the notice to the relevant planning authority.
- (5) At any time within 56 days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.
- (6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—
- (a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or
  - (b) removed to, and cremated in, any crematorium,
- and that person is to, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).
- (7) The undertaker is to pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under powers conferred by this article.
- (8) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.
- (9) If—
- (a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or
  - (b) such notice is given and no application is made under paragraph (8) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or

- (c) within 56 days after any order is made by the county court under paragraph (8) any person, other than the undertaker, specified in the order fails to remove the remains; or
- (d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10) the undertaker is to 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 are to be re-interred in individual containers which are to be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

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

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

- (a) a certificate of re-interment or cremation is to be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and
- (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) is to be sent by the undertaker to the relevant planning authority.

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

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

(13) In the case of remains in relation to which paragraph (12) applies, the undertaker—

- (a) may remove the remains;
- (b) must apply for direction from the Secretary of State under paragraph (14) as to their subsequent treatment; and
- (c) must deal with the remains in such manner, and subject to such conditions, as the Secretary of State directs.

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

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

(16) Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(a) does not apply to a removal carried out in accordance with this article.

## PART 5

### POWERS OF ACQUISITION AND POSSESSION

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

**27.**—(1) The undertaker may—

- (a) acquire compulsorily (including for a statutory undertaker or any other person) so much of the Order land as is required for the construction, operation or maintenance of the authorised development, or to facilitate it, or is incidental to it, or is required as replacement land; and

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(a) 1857 c. 81.

(b) use any land so acquired for the purposes authorised by this Order or for any other purposes in connection with or ancillary to the undertaking.

(2) This article is subject to article 31 (time limit for exercise of authority to acquire land compulsorily), article 28 (compulsory acquisition of rights and imposition of restrictive covenants), article 35 (acquisition of subsoil and airspace only), article 36 (rights under or over streets), article 44 (crown rights) and Schedule 9 (protective provisions).

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

**28.**—(1) Subject to paragraphs (2) to (4), the undertaker may acquire compulsorily such rights over the Order land or impose restrictive covenants affecting that land, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person, as may be required for any purpose for which that land may be acquired under article 27 (compulsory acquisition of land) by creating them as well as acquiring rights already in existence.

(2) In the case of the Order land specified in column (1) of Schedule 7 (land in which only new rights etc. may be acquired) the undertaker’s powers of compulsory acquisition are limited to the acquisition of such wayleaves, easements, 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) of the 1965 Act, as modified by Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) of this Order, where the undertaker acquires a right over land or the benefit of a restrictive covenant affecting land under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 8 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 rights or imposition of a restrictive covenant under paragraph (1) is required for the purposes of diverting, replacing or protecting the apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights or impose restrictive covenants 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.

### **Compulsory acquisition of land – incorporation of the mineral code**

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

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

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

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

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

(2) The undertaker shall 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 user of land arising by virtue of contract, authorised by virtue of this Order 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 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 applies to the construction of paragraph (2) (with any necessary modifications).

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

**31.**—(1) After the end of the period of seven years beginning on the start date—

- (a) no notice to treat is to be served under Part 1 of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 34 (application of the 1981 Act and modification of the 2017 Regulations),

in relation to any part of the Order land.

### **Private rights of way**

**32.**—(1) Subject to the provisions of this article, all private rights of way over land subject to compulsory acquisition under this Order are extinguished on the earlier of—

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

(2) Subject to the provisions of this article, all private rights of way over land owned by the undertaker that are within the Order land are extinguished at the start of any activity authorised by this Order which interferes with or breaches those rights.

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

(4) Any person who suffers loss by the extinguishment or suspension of any private right of way 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, in case of 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 41 (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 the rights over or the imposition of the restrictive covenant affecting the land;
  - (ii) the undertaker's appropriation of it;
  - (iii) the undertaker's entry onto it; or
  - (iv) the undertaker's taking temporary possession of it,

- that any or all of those paragraphs do not apply to any right specified in the notice; and
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.
- (7) Where an agreement referred to in paragraph (6)(b)—
- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

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.

### **Modification of the 1965 Act**

**33.**—(1) Part 1 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—

- (a) in section 4A(1) (extension of time limit during challenge)(a)—
- (i) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008”; and
- (ii) for “the applicable period for the purposes of section 4” substitute “the period of seven years as set out in article 31 (time limit for exercise of authority to acquire land compulsorily) of the Gatwick Airport (Northern Runway Project) Development Consent Order 202[ ]”.
- (2) In section 11A (powers of entry: further notices of entry)(b)—
- (a) in subsection (1)(a), after “land” insert “under that provision”;
- (b) in subsection (2), after “land” insert “under that provision”.
- (3) In section 22(2) (interests omitted from purchase), for “section 4 of this Act” substitute “article 31 (time limit for exercise of authority to acquire land compulsorily) of the Gatwick Airport (Northern Runway Project) Development Consent Order 202[ ]”.
- (4) 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 35 (acquisition of subsoil or airspace only) of the Gatwick Airport (Northern Runway Project) Development Consent Order 202[ ], which excludes the acquisition of subsoil or airspace only from this Schedule.”; and
- (b) after paragraph 29, insert—

## **“PART 4**

### **INTERPRETATION**

**30.** In this Schedule, references to entering on and taking possession of land do not include doing so under article 23 (protective work to buildings), 37 (temporary use of land for carrying out the authorised development) or 39 (temporary use of land for maintaining the authorised development) of the Gatwick Airport (Northern Runway Project) Development Consent Order 202[ ].”.

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(a) Section 4A(1) was inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22).  
 (b) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).



## **Application of the 1981 Act and modification of the 2017 Regulations**

- 34.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as so applied by paragraph (1), has effect with the following modifications.
- (3) In section 1 (application of Act), in subsection (1), omit the words “in themselves”.
- (4) In section 1 (application of Act) for subsection (2) substitute—
- “(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.
- (5) In section 4 (execution of declaration), for subsection (1) substitute—
- “(1) The acquiring authority may execute in respect of any of the land which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the land in themselves, or in the case of land or a right that they are expressly authorised to acquire for the benefit of a third party in the third party in question, from the end of such period as may be specified in the declaration (not being less than 3 months from the date on which the service of notices required by section 6 below is completed).”.
- (6) In section 5 (earliest date for execution of declaration)(a), in subsection (2), omit the words from “; and this subsection” to the end.
- (7) Omit section 5A (time limit for general vesting declaration)(b).
- (8) In section 5B(1) (extension of time limit during challenge)(c)—
- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008”; and
- (b) for “the applicable period for the purposes of section 5A” substitute “the period of seven years as set out in article 31 (time limit for exercise of authority to acquire land compulsorily) of the Gatwick Airport (Northern Runway Project) Development Consent Order 202[ ]”.
- (9) In section 6 (notices after execution of declaration)(d) for subsection (1)(b) for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134(f) (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.
- (10) In section 7 (constructive notice to treat)(e) in subsection (1)(a), omit “(as modified by section 4 of the Acquisition of Land Act 1981)”.
- (11) In section 8 (vesting, and right to enter and take possession), after subsection (3), insert—
- “(4) In this section references to the acquiring authority include any third party referred to in section 4(1).”.
- (12) In section 10 (acquiring authority’s liability arising on vesting of the land), in subsection (1), after “vested in an acquiring authority” insert “or a third party”.
- (13) In section 11 (recovery of compensation overpaid), for subsection (1) substitute—
- “(1) This section applies where after the execution of a general vesting declaration a person (“the claimant”) claims compensation in respect of the acquisition of an interest in land by virtue of the declaration, and the acquiring authority pay compensation in respect of that interest.”.
- (14) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration)(f), omit paragraph 1(2).

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

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

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

(d) Section 6 was amended by paragraph 7 of Schedule 15 to the Housing and Planning Act 2016 (c. 22) and section 4 of, and paragraph 52(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11).

(e) Section 7(1) was substituted by Schedule 18 to the Housing and Planning Act 2016 (c. 22).

(f) Schedule A1 was inserted by paragraph 6 of Part 1 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).

(15) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act as modified by article 33 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

(16) Schedule 1 to the 2017 Regulations is modified as follows and, without limitation to the other provisions of this article, Form 1 and Form 2 in the 2017 Regulations will include such other consequential modifications as are necessary to enable the compulsory acquisition of land and rights for identified third parties in accordance with articles 27 (compulsory acquisition of land) and 28 (compulsory acquisition of rights and imposition of restrictive covenants).

(17) In paragraph (3) of Form 1, after “from the date on which the service of notices required by section 6 of the Act is completed”, insert—

“(1A) The [insert land or rights or both] described in Part [ ] of the Schedule hereto as being for the benefit of third parties and more particularly delineated on the plan annexed hereto vests in the third parties in question as from the end of the period of [insert period of 3 months or longer] from the date on which the service of notices required by section 6 of the Act is completed.”.

(18) References in Form 2 to “in themselves” is substituted with “in themselves and any identified third parties”.

(19) In paragraph (b) of the notes on use of Form 2—

- (a) after “Insert the name of the authority” insert “and, where the context so requires, a reference to third parties”; and
- (b) omit “Thereafter rely on that definition wherever “(b)” appears in the text.”.

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

**35.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in paragraph (1) of article 27 (compulsory acquisition of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

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

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 33 (modification 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)(a) of the 1990 Act.

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

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

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

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(a) Subsection (4A) of section 153 was inserted by section 200(1) and (2) of the Housing and Planning Act 2016 (c. 22).

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

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

### **Temporary use of land for carrying out the authorised development**

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

- (a) enter on and take temporary possession of any 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, apparatus, fences, landscaping, debris, electric line, electrical plant, structures and vegetation from that land;
- (c) use any private road within the Order land for the passage of persons or vehicles (with or without materials, plant and machinery);
- (d) construct temporary or permanent works (including the provision of means of access) or buildings on that land; and
- (e) construct any works on that land as are mentioned in Schedule 1 (authorised development), or any other mitigation works.

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

(3) The undertaker must not, without the agreement of the owners of the land, remain in possession of any land under this article 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 (powers of entry) of the 1965 Act or made a declaration under section 4 (execution of declaration) of the 1981 Act in relation to that land.

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

- (a) replace a building removed under this article;
- (b) restore the land on which any permanent works have been constructed under paragraph (1)(d);
- (c) restore the land to a condition better than the relevant land was in before the temporary possession;
- (d) remove any ground strengthening works which have been placed on the land to facilitate construction of the authorised development;

- (e) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development; or
- (f) remove or reposition any apparatus belonging to statutory undertakers or necessary mitigation works.

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

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

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

(8) Subject to article 50 (no double recovery), nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(9) 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)(a) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

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

### **Time limit for exercise of authority to temporarily use land for carrying out the authorised development**

**38.**—(1) Subject to paragraph (2), the authority to enter onto land pursuant to article 37 (temporary use of land for carrying out authorised development) ceases to apply to any land after the period of seven years beginning on the start date.

(2) Paragraph (1) will not prevent the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

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

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

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

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

- (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.

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

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

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

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

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

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

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

(7) Any dispute as to the removal of temporary works and restoration of land under paragraph (6) does not prevent the undertaker giving up possession of the land.

(8) 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.

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

(10) 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 execution of any works, other than loss or damage for which compensation is payable under paragraph (8).

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

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

(13) In this article “maintenance period”, in relation to any part of the authorised development, means the period of 5 years beginning with the date on which—

- (a) that part of the authorised development is first opened for public use (where that part of the authorised development is intended to be used by the public); or
- (b) in respect of any other part of the authorised development, that part is first brought into operational use by the undertaker.

### **Special category land**

**40.**—(1) On the exercise by the undertaker of the Order rights, the special category land identified in Part 1 of Schedule 10 (special category land to be permanently acquired) is not to vest in the undertaker until the undertaker has acquired the land identified in Part 2 of Schedule 10 (land to be laid out as replacement open space) (to the extent not already in its ownership) and an open space delivery plan has been submitted to and approved in writing by CBC (in consultation with RBBC and MVDC).

(2) The open space delivery plan submitted under paragraph (1) must include a timetable for—

- (a) the submission of a landscape and ecology management plan pursuant to requirement 8 (landscape and ecology management plan) for each part of the land to be laid out as replacement open space; and
- (b) the laying out of each part of that replacement open space.

(3) On the requirements of paragraph (1) being satisfied, the special category land identified in Part 1 of Schedule 10 is to vest in the undertaker (or any specified person) and be discharged from all rights, trusts and incidents to which it was previously subject.

(4) The undertaker must implement the open space delivery plan approved by CBC under paragraph (1).

(5) Article 55 (procedure in relation to certain approvals etc.) and Schedule 11 (procedure for approvals, consents and appeals) shall apply to the approval by CBC of the open space delivery plan under paragraph (1) as if CBC were the “discharging authority” and this article were a “requirement”.

(6) Provision must be made in the relevant landscape and ecology management plan (or otherwise) for the undertaker to be responsible for the cost of and associated with the ongoing maintenance in perpetuity of the land to be laid out as replacement open space shown on the special category land plans with plot number 1/013 and comprising Work No. 40(c) (replacement open space on land to the north east of Longbridge Roundabout), subject to any subsequent agreement pursuant to requirement 8(4).

(7) In this article—

“Order rights” means rights and powers exercisable over the special category land by the undertaker under article 27 (compulsory acquisition of land) and article 28 (compulsory acquisition of rights and imposition of restrictive covenants);

“specified person” means a person other than the undertaker for whose benefit the special category land is being acquired.

### **Statutory undertakers**

**41.**—(1) Subject to the provisions of Schedule 9 (protective provisions), the undertaker may—

- (a) acquire compulsorily the land belonging to statutory undertakers within the Order land and described in the book of reference;
- (b) acquire existing rights, create and acquire new rights and impose restrictive covenants over the land belonging to statutory undertakers within the Order land and described in the book of reference;
- (c) extinguish or suspend the rights of, or remove, alter, renew, relocate or reposition apparatus belonging to, statutory undertakers over or within the Order land;
- (d) construct the authorised development in such a way as to cross underneath or over apparatus belonging to statutory undertakers and other like bodies within the Order land;
- (e) construct over existing apparatus belonging to statutory undertakers any necessary track or roadway (whether temporary or permanent) together with the right to maintain or remove the same, and install such service media under or over the existing apparatus needed in connection with the authorised development; and
- (f) remove or reposition apparatus belonging to statutory undertakers which is laid beneath any of the streets within the Order land.

### **Apparatus and rights of statutory undertakers in stopped-up streets**

**42.**—(1) Where a street is stopped up under article 13 (stopping up of streets), any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 13 any statutory undertaker whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker must—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory undertaker may reasonably determine and have power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory undertaker an amount equal to the cost reasonably incurred by the statutory undertaker in or in connection with—

- (a) the execution of the relocation works required in consequence of the stopping up of the street; and
- (b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of the relocation works 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 paragraph, would be payable to the statutory undertaker by virtue of paragraph (3) is to be reduced by the amount of that excess.

(5) For the purposes of paragraph (4)—

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

(6) An amount which, apart from this paragraph, would be payable to a statutory undertaker in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) 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 statutory undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 (street works in England and Wales) of the 1991 Act, but instead—

- (a) the allowable costs of the relocation works are to be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and
- (b) the allowable costs are to be borne by the undertaker and the statutory utility in such proportions as may be prescribed by any such regulations.

(8) In this article—

“apparatus” has the same meaning as in Part 3 of the 1991 Act;

“relocation works” means work executed, or apparatus provided, under paragraph (2); and

“statutory undertaker” means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1) of the Communications Act 2003(a).

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

**43.**—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 41 (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 41, 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 article 42 (apparatus and rights of statutory undertakers in stopped-up streets) or Part 3 of the 1991 Act applies.

(4) In this article—

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

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

### **Crown rights**

**44.**—(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—

- (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.

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

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



### **Use of airspace within the Order land**

**45.**—(1) The undertaker may enter into and use so much of the airspace over any land within the Order land as may be required for the construction, operation and maintenance of the authorised development and may use the airspace for those purposes or any other purposes ancillary to the authorised development.

(2) The undertaker may exercise any power conferred by paragraph (1) in relation to land without being required to acquire any part of the land or any easement or right in the land.

(3) Subject to paragraph (4), any person who is an owner or occupier of land used 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, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) Compensation is not payable under paragraph (3) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

### **Disregard of certain improvements, etc.**

**46.**—(1) In assessing the compensation payable to any person on the acquisition from that person of any land or right over any land under this Order, the tribunal must not take into account—

- (a) any interest in land; or
- (b) any enhancement of the value of any interest in land by reason of any building erected, works carried out or improvement or alteration made on the relevant land,

if the tribunal is satisfied that the creation of the interest, the erection of the building, the carrying out of the works or the making of the improvement or alteration as part of the authorised development was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

(2) In paragraph (1) “relevant land” means the land acquired from the person concerned or any other land with which that person is, or was at the time when the building was erected, the works constructed or the improvement or alteration made as part of the authorised development, directly or indirectly concerned.

## **PART 6**

### **MISCELLANEOUS AND GENERAL**

#### **Disapplication of legislative provisions**

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

- (a) sections 30 (authorisation of drainage works in connection with a ditch) and 32 (variation of awards) of the Land Drainage Act 1991; and
- (b) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991.

(2) The provisions of the Neighbourhood Planning Act 2017<sup>(a)</sup>, in so far as they relate to the temporary possession of, or entry into, land under this Order, do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in

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(a) 2017 c. 20.

connection with, the construction of the authorised development and, within the maintenance period defined in article 39(13), any maintenance of any part of the authorised development.

(3) Notwithstanding the provisions of section 208 of the 2008 Act, for the purposes of regulation 6 of the Community Infrastructure Levy Regulations 2010<sup>(a)</sup> any building comprised in the authorised development is 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.

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

**48.**—(1) This article applies to—

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

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

(3) No such enactment or rule of law applies 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.

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

**49.**—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances) of the Environmental Protection Act 1990<sup>(b)</sup> in relation to a nuisance falling within paragraph (d), (e), (fb), (g) and (ga) of section 79(1) (statutory nuisances and inspections therefor) of that Act no order is to be made, and no fine may be imposed, under section 82(2) of that Act if the defendant shows that the nuisance—

- (a) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with—
  - (i) a notice served under section 60 (control of noise on construction sites) of the Control of Pollution Act 1974; or
  - (ii) a consent given under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974<sup>(c)</sup>; or
- (b) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or

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(a) S.I. 2010/948.

(b) 1990 c. 43. There are amendments to this Act which are not relevant to this Order.

(c) 1974 c. 40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 (c. 43). There are other amendments to the 1974 Act which are not relevant to this Order.

(c) is a consequence of the use of the authorised development and that it cannot reasonably be avoided.

(2) For the purposes of sub-paragraph (1)(b), compliance with the controls and measures described in the code of construction practice will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.

(3) 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.

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

### **No double recovery**

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

### **Protection of interests**

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

### **Certification of documents, etc.**

**52.—**(1) As soon as practicable after the making of this Order the undertaker must submit copies of each of the plans and documents set out in Schedule 14 (documents to be certified) to the Secretary of State for certification that they are true copies of those plans and documents.

(2) Where any plan or document set out in Schedule 14 requires to be amended to reflect the terms of the Secretary of State’s decision to make the Order, that plan or document in the form amended to the Secretary of State’s satisfaction is the version of the plan or document required to be certified under paragraph (1).

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

### **Service of notices**

**53.—**(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 (9) 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 of the Interpretation Act 1978(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

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(a) 1978 c. 30.

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
  - (b) in any other case, the last known address of that person at the time of service.
- (4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—
- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
  - (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.
- (5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement will be taken to be fulfilled only where—
- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
  - (b) the notice or document is capable of being accessed by the recipient;
  - (c) the notice or document is legible in all material respects; and
  - (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.
- (6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender will provide such a copy as soon as reasonably practicable.
- (7) Any consent to the use of electronic transmission given by a person may be revoked by that person in accordance with paragraph (8).
- (8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—
- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
  - (b) such revocation will be final and will take effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.
- (9) Where a notice or document is sent by electronic transmission after 5:00pm, it is deemed served on the next working day.
- (10) This article will not be taken to exclude the employment of any method of service not expressly provided for by it.
- (11) 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.

### **Arbitration**

**54.** Except where otherwise expressly provided for in this Order and unless otherwise agreed between the parties, any difference under any provision of this Order must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the President of the Institution of Civil Engineers.

**Procedure in relation to certain approvals etc.**

**55.**—(1) Schedule 11 (procedure for approvals, consents and appeals) is to have effect in relation to all consents, agreement or approvals granted, refused or withheld in relation to the requirements unless otherwise agreed between the undertaker and the discharging authority.

(2) The procedure set out in paragraph (1) relating to the appeal process of Schedule 11 has effect in relation to any other consent, agreement or approval required under this Order (including the requirements in Schedule 2 (requirements) of this Order) where such consent, agreement or approval is granted subject to any condition to which the undertaker objects, or is refused or is withheld.

**Deemed consent**

**56.**—(1) If an authority which receives a valid application for consent or approval to which this article applies fails to notify the undertaker of its decision before the end of the period of 56 days beginning with the day after the application was made (or such longer period agreed in writing between the undertaker and the authority), it is deemed to have granted consent or approval (as relevant).

(2) Any application for consent or approval to which this article applies must include a statement that this article applies to that application.

(3) If an application for consent or approval to which this article applies does not include the statement required under paragraph (2) then paragraph (1) will not apply to that application.

(4) An application to which this article applies must be made in the same manner as a notice or other document must be served pursuant to article 53 (service of notices) and is deemed to have been made on the date that such a notice or document would be deemed served under article 53.

Date

*Signed*  
Title  
Department

# SCHEDULES

## SCHEDULE 1

Article 2

### Authorised Development

*In the administrative area of Crawley Borough Council, Reigate and Banstead Borough Council,  
Mole Valley District Council and Tandridge District Council*

A nationally significant infrastructure project as defined in sections 14 (nationally significant infrastructure projects: general), 22 (highways) and 23 (airports) of the 2008 Act; and associated development as defined in section 115(2) of the 2008 Act, comprising as follows—

#### *Airfield Works*

##### **Work No. 1**

Works to reposition the existing northern runway 12 metres to the north (measured from the centreline of the existing northern runway).

##### **Work No. 2**

Works to construct a runway access track between the repositioned northern runway and the main runway, running east to west.

##### **Work No. 3**

Works to convert three existing aircraft stands to overnight parking/remote aircraft stands, including the installation of fuel hydrants, fixed electric ground power, lighting and stand entry guidance systems.

##### **Work No. 4**

Works relating to the runways and taxiways including works to—

- (a) reposition and resurface Taxiway Juliet East between Taxiway Quebec and Taxiway Uniform;
- (b) reposition and resurface exit/entrance taxiways between the repositioned northern runway and Taxiway Juliet;
- (c) extend Taxiway Lima westward including works to—
  - (i) remove substation BJ;
  - (ii) construct pumping station 7a;
  - (iii) remove a stand;
  - (iv) construct a stand north-east of Hangar 7;
  - (v) re-configure existing remote stands;
  - (vi) remove car park hardstanding and facilities.
- (d) extend Taxiway Tango northward to the extended Taxiway Lima;
- (e) reposition and resurface the exit/entrance taxiways from the main runway to the repositioned northern runway;
- (f) construct an end around taxiway (End Around Taxiway West) and flood conveyance syphons;

- (g) construct an end around taxiway (End Around Taxiway East) from the main runway to Taxiway Yankee and flood conveyance syphons;
- (h) reposition and resurface Taxiway Juliet West, including the relocation of substation BK;
- (i) construct a taxiway spur (Taxiway Juliet West Spur);
- (j) resurface existing taxiways including—
  - (i) Taxiway Uniform;
  - (ii) Taxiway Whiskey;
  - (iii) Taxiway Zulu;
  - (iv) Taxiway Victor.

**Work No. 5**

Works to the Aircraft Holding Area (Charlie Box) including works to—

- (a) relocate substation BR;
- (b) remove the existing airside operations building;
- (c) remove pumping station 17;
- (d) relocate de-icer storage tanks;
- (e) relocate substation BP;
- (f) re-configure existing remote aircraft stands;
- (g) construct taxiways and aircraft hold points.

**Work No. 6**

Works to construct a new pier (Pier 7) including works to—

- (a) construct a three-floor pier, including passenger circulation space, passenger service areas, processing and waiting areas for passengers and access structures to board aircraft;
- (b) construct the Pier 7 Autonomous Vehicle Station;
- (c) re-configure existing aircraft stands;
- (d) construct up to 14 aircraft stands;
- (e) construct a new substation;
- (f) remove car park hardstanding and facilities.

**Work No. 7**

Works to construct the Oscar Area including works to—

- (a) construct a taxiway connection between Taxiway Juliet and Taxiway Tango;
- (b) relocate substation A;
- (c) construct eight remote aircraft stands.

*Airport Support Facilities*

**Work No. 8**

Works to remove the airside support facilities including—

- (a) the Central Area Recycling Enclosure (CARE) facility;
- (b) motor transport facilities;
- (c) grounds maintenance facilities;
- (d) airfield surface transport facilities;

- (e) Rendezvous Point North;
- (f) emergency air traffic control tower;
- (g) former TCR Snowbase building.

#### **Work No. 9**

Works to construct the replacement Central Area Recycling Enclosure (CARE) facility including—

- (a) a materials recovery facility;
- (b) card baling facilities
- (c) vehicle weighing platform;
- (d) a baled waste storage area;
- (e) office accommodation and welfare facilities;
- (f) hardstanding area for storage, parking, quarantine, vehicle manoeuvring and other associated uses.

#### **Work No. 10**

Works to construct the replacement motor transport facilities including—

- (a) a parts store;
- (b) a ramps, pits and tyre store;
- (c) a test area;
- (d) a workshop;
- (e) a heavy goods vehicle (HGV) refuelling area;
- (f) a vehicle wash area;
- (g) parking;
- (h) office and welfare facilities;
- (i) works to remove car park hardstanding and facilities.

#### **Work No. 11**

Works to construct the replacement grounds maintenance facilities including—

- (a) an open vehicle storage shed;
- (b) a closed tool shed;
- (c) a hazardous substances unit;
- (d) office and welfare facilities;
- (e) parking;
- (f) a green waste compost area;
- (g) vehicular access.

#### **Work No. 12**

Works to construct the replacement airfield surface transport facilities including—

- (a) an open vehicle storage shed;
- (b) a grit and salt store;
- (c) parking.



**Work No. 13**

Works to construct the replacement Rendezvous Point North, comprising a hardstanding area and cabin building, including removal of car park hardstanding and facilities.

**Work No. 14**

Works to remove and construct the replacement fire training ground including works to—

- (a) relocate substation J;
- (b) remove existing structures on the replacement fire training ground site;
- (c) construct hardstanding area and structures for the replacement fire training ground.

**Work No. 15**

Works to construct the satellite airport fire service facility, including a main garage building.

**Work No. 16**

Works to construct a new aircraft hangar.

**Work No. 17**

Works to relocate the Hangar 7 support structures including works to—

- (a) remove existing support structures;
- (b) construct relocated support structures.

**Work No. 18**

Works to remove and replace the western noise mitigation bund including works to—

- (a) remove the existing western noise bund;
- (b) construct the replacement noise bund and wall;
- (c) construct flood conveyance syphons.

**Work No. 19**

Works to construct pumping station 2a.

**Work No. 20**

Works to realign Larkins Road.

*Terminal Works*

**Work No. 22**

Works associated with the North Terminal building including works to—

- (a) extend the International Departure Lounge on levels 20, 30 and 40 to the north;
- (b) extend the International Departure Lounge on levels 10, 20 and 30 to the south;
- (c) extend the baggage hall and baggage reclaim;
- (d) construct the North Terminal autonomous vehicle station;
- (e) construct the autonomous vehicle maintenance building;
- (f) reconfigure internal facilities;

- (g) construct a multi-storey car park;
- (h) demolish the CIP building and circulation building;
- (i) remediate the coaching gates.

**Work No. 23**

Works associated with the South Terminal building including works to—

- (a) extend the International Departure Lounge on levels 10, 20, 30, and 40;
- (b) reconfigure internal facilities;
- (c) construct the South Terminal autonomous vehicle station;
- (d) construct additional coaching gates.

**Work No. 24**

Works to upgrade the North Terminal forecourt including access roads.

**Work No. 25**

Works to upgrade the South Terminal forecourt including access roads.

*Hotels, Offices and Car Parking*

**Work No. 26**

Works to construct a hotel north of multi-storey car park 3.

**Work No. 27**

Works to construct a hotel on the car rental site.

**Work No. 28**

Works associated with the Car Park H site including works to—

- (a) construct a hotel;
- (b) construct an office;
- (c) construct a multi-storey car park;
- (d) demolish Car Park H;
- (e) external vehicle and pedestrian accesses.

**Work No. 29**

Works to convert the existing Destinations Place office into a hotel.

**Work No. 30**

Works to construct Car Park Y including—

- (a) earthworks and works to construct an attenuation storage facility with a capacity of approximately 32,000m<sup>3</sup>;
- (b) construction of a multi-storey car park.

**Work No. 31**

Works associated with Car Park X including—

- (a) earthworks and landscaping;
- (b) construction of a flood compensation area with a capacity of approximately 55,000m<sup>3</sup>;
- (c) construction of an outfall structure;
- (d) access improvements;
- (e) deck parking provision, a re-provision of Purple Parking;
- (f) surface parking amendments.

**Work No. 32**

Works to remove existing car parking at North Terminal Long Stay car park and construct a decked car parking structure.

**Work No. 33**

Works associated with the existing Purple Parking car park including—

- (a) removal of existing decked car parking structure;
- (b) partial removal of existing surface car parking;
- (c) erection of a fenceline;
- (d) re-configuration of remaining surface level car parking.

**Work No. 34**

Works to—

- (a) remove Car Park B South;
- (b) remove Car Park B North;
- (c) deliver replacement open space at Car Park B South and Car Park B North.

*Surface Access Works*

**Work No. 35**

Works associated with the South Terminal Junction improvements including—

*Highway*

- (a) The widening and realignment of the mainline carriageway of Gatwick Spur/Airport Way, approximately 1740m long, to include a new flyover over the South Terminal Roundabout and the provision of a third lane eastbound on Gatwick Spur between South Terminal Roundabout and M23 Junction 9;
- (b) Construction of a new eastbound merge slip road (Gatwick Spur Eastbound Merge), approximately 330m long, from South Terminal Roundabout to Gatwick Spur;
- (c) Construction of a new westbound diverge slip road (Gatwick Spur Westbound Diverge), approximately 420m long, from Gatwick Spur to the South Terminal Roundabout;
- (d) Realignment of the existing South Terminal Roundabout;
- (e) Construction of a new eastbound diverge slip road (Airport Way Eastbound Diverge), approximately 265m long, from Airport Way to South Terminal Roundabout;
- (f) Construction of a new westbound merge slip road (Airport Way Westbound Merge), approximately 275m long, from South Terminal Roundabout to Airport Way;
- (g) Realignment and widening of the existing Ring Road North, approximately 80m long;
- (h) Realignment and widening of the existing Ring Road South, approximately 85m long;

- (i) Realignment and widening of the existing B2036 Balcombe Road, approximately 160m long;
- (j) Construction of a new footway connection for pedestrians between B2036 Balcombe Road and Ring Road South, approximately 380m long;

*Structures*

- (k) The construction of a 230m long retaining wall, to the northeast of Balcombe Road Underbridge (Retaining Wall 27);
- (l) The construction of a 35m long retaining wall, to the southeast of Balcombe Road underbridge (Retaining Wall 37);
- (m) The construction of a 45m long retaining wall, between Gatwick Spur Westbound Diverge and Gatwick Spur (Retaining Wall 39);
- (n) The construction of a 25m long retaining wall, between Gatwick Spur Eastbound merge and Gatwick Spur (Retaining Wall 40);
- (o) The construction of a replacement bridge (Balcombe Road Underbridge) to carry Gatwick Spur, Gatwick Spur Eastbound Merge and Gatwick Spur Westbound Diverge over B2036 Balcombe Road;
- (p) The construction of a new 170m retaining wall, between the southern side of Balcombe Road underbridge and South Terminal Roundabout (Retaining Wall 38);
- (q) The construction of a new 160m long retaining wall, between Gatwick Spur Eastbound Merge and Gatwick Spur (Retaining Wall 26);
- (r) The construction of a new 165m long retaining wall, between Gatwick Spur Westbound Diverge and Gatwick Spur (Retaining Wall 23);
- (s) The construction of a new flyover structure (South Terminal Flyover Bridge), to carry the Gatwick Spur/Airport Way dual carriageway over South Terminal Roundabout;
- (t) The construction of a new 160m long retaining wall, between Airport Way Eastbound Diverge and Airport Way (Retaining Wall 25);
- (u) The construction of a new 180m long retaining wall, between Airport Way Westbound Merge and Airport Way (Retaining Wall 24);
- (v) The construction of a new 370m long retaining wall, on the southern side of the Airport Way Westbound Merge, East of the Airport Way Rail Bridge (Retaining Wall 22);

*Drainage*

- (w) The construction of a new land drainage ditch to the south of Gatwick Spur Westbound diverge;
- (x) The modification of the existing Balcombe Road Culvert East under Gatwick Spur to the east of B2036 Balcombe Road;
- (y) The construction of a new attenuation pond (Pond 1), with an approximate capacity of 2,900m<sup>3</sup>, with associated drainage facilities, access and landscaping located to the northeast of South Terminal Roundabout;
- (z) The construction of a new proposed culvert (Balcombe Road Culvert West) on the western side of B2036 Balcombe Road.

**Work No. 36**

Works associated with the North Terminal Junction improvements including—

*Highways*

- (a) The widening and realignment of the existing A23 London Road between the Airport Way Bridge over A23 London Road and the new A23 London Road / North Terminal Link Signal-Controlled Junction, approximately 545m long;

- (b) The construction of a new signal-controlled junction (A23 London Road / North Terminal Link Signal-Controlled Junction) for the interface between A23 London Road and the new North Terminal Link;
- (c) The widening and realignment of the existing A23 London Road between the new A23 London Road / North Terminal Link Signal-Controlled Junction and the A23 London Road bridge over the River Mole, approximately 480m long, to include the provision of three lanes northbound between the North Terminal Flyover Link merge and the A23 London Road bridge over the River Mole;
- (d) Realignment and widening of the existing Airport Way Westbound between the Airport Way Rail Bridge and the new North Terminal Flyover Link, approximately 550m long, to include the provision of a third lane westbound;
- (e) Realignment and reconfiguration of the existing diverge from A23 London Road to Airport Way Eastbound (A23 London Road Diverge to Airport Way Eastbound), approximately 635m long;
- (f) Construction of a new flyover link (North Terminal Flyover Link) over the North Terminal Roundabout between Airport Way Westbound and A23 London Road Northbound, approximately 650m long;
- (g) Construction of a new diverge from Airport Way Westbound to North Terminal Roundabout (Airport Way Diverge to North Terminal Roundabout), approximately 425m long;
- (h) Realignment and widening of the existing North Terminal Roundabout;
- (i) Construction of a new left-in diverge from A23 London Road Northbound to North Terminal roundabout (A23 London Road Northbound Left-in Diverge to North Terminal Roundabout), approximately 325m long;
- (j) Construction of a new link road (North Terminal Link) from North Terminal Roundabout to a new signal-controlled junction on A23 London Road, approximately 105m long;
- (k) Realignment and widening of the existing Northway, approximately 65m long;
- (l) Realignment and widening of the existing Longbridge Way, approximately 90m long;
- (m) Realignment and widening of the existing Gatwick Way, approximately 165m long;
- (n) Realignment and widening of the existing Perimeter Road North, approximately 270m long;
- (o) Realignment and widening of the existing North Terminal Approach Road, approximately 125m long;
- (p) The construction of a new active travel path for pedestrians and cyclists between Longbridge Roundabout and North Terminal Roundabout including crossings of internal Gatwick Airport roads, approximately 775m long;
- (q) The construction of a new ramp connection for pedestrians and cyclists between A23 London Road and Riverside Garden Park, approximately 120m long;

#### *Structures*

- (r) The widening of the existing Airport Way bridge over the London to Brighton Railway (Airport Way Rail Bridge);
- (s) The construction of a new 240m long retaining wall on the southern side of Airport Way to the west of the Airport Way Rail Bridge (Retaining Wall 36);
- (t) The construction of a new flyover bridge structure (North Terminal Flyover Bridge), to carry the new North Terminal Flyover Link over the new North Terminal Link;
- (u) The construction of a new 85m long retaining wall, southeast of the North Terminal Flyover Bridge (Retaining Wall 32);
- (v) The construction of a new 160m long retaining wall, located between Airport Way Westbound Diverge to North Terminal Roundabout and the existing Inter Terminal Transit Shuttle viaduct (Retaining Wall 30);

- (w) The construction of a new 160m long retaining wall, located between North Terminal Flyover Link and A23 London Road (Retaining Wall 33);
- (x) The construction of a new 160m long retaining wall, located east from the Bridge over the River Mole, adjacent to ramp down to Riverside Garden Park (Retaining Wall 21);
- (y) The construction of a new widened bridge (A23 London Road bridge over the River Mole) to replace the existing bridge over the River Mole on A23 London Road;

*Drainage*

- (z) The construction of a new attenuation basin (Basin 2), with an approximate capacity of 2,000m<sup>3</sup>, with associated drainage facilities, access and landscaping located to the northeast of North Terminal Roundabout.

**Work No. 37**

Works associated with the Longbridge Roundabout Junction improvements including—

*Highways*

- (a) The widening and realignment of the existing A23 London Road between Longbridge Roundabout and the A23 London Road bridge over the River Mole, approximately 130m long, to include the provision of three lanes northbound;
- (b) The widening and realignment of the existing A23 Brighton Road, approximately 220m long;
- (c) The widening and realignment of the existing A217, approximately 110m long;
- (d) The realignment of the existing Povey Cross Road, approximately 60m long;
- (e) The widening and realignment of existing Longbridge Roundabout;

*Structures*

- (f) The construction of a new 50m long retaining wall, northwest of the A23 London Road Bridge over the River Mole (Retaining Wall 35);
- (g) Widening of the existing Longbridge Roundabout segregated left turn lane stilt structure;
- (h) The construction of a new 35m long retaining wall, between the stilt structure and A23 Brighton Road Bridge over the River Mole (Retaining Wall 34);
- (i) The construction of a new widened bridge (A23 Brighton Road Bridge over the River Mole) to replace the existing bridge over the River Mole on A23 Brighton Road;
- (j) The construction of a new 30m long retaining wall east of the A23 Brighton Road Bridge over the River Mole (Retaining Wall 18);
- (k) The construction of a new 45m long retaining wall on the southern side of Longbridge Roundabout (Retaining Wall 19);
- (l) The construction of a new 40m long retaining wall on the northern side of Longbridge Roundabout (Retaining Wall 20);

*Drainage*

- (m) The construction of a new attenuation basin (Basin 3), with an approximate capacity of 600m<sup>3</sup>, with associated drainage facilities, access and landscaping located to the north of Longbridge Roundabout;
- (n) The modification of the existing A23 Brighton Road Culvert located to the east of the River Mole.

*Miscellaneous*

**Work No. 38**

Works to construct the habitat enhancement area and flood compensation area at Museum Field including works to—

- (a) construct a flood compensation area with a capacity of approximately 57,600m<sup>3</sup>;
- (b) extend Gatwick greenspace footpath;
- (c) construct a maintenance access road;
- (d) undertake earthworks, landscaping and a bund around the southern and eastern perimeter;
- (e) construct footbridge;
- (f) construct two farm access bridges.

**Work No. 39**

Works associated with the River Mole including works to—

- (a) divert and extend river course;
- (b) construct and extend culverts and syphons;
- (c) construct a section of concrete channel;
- (d) remove and infill Pond A;
- (e) construct a connection from Pond A catchment to Pond M;
- (f) deliver ecological mitigation measures.

**Work No. 40**

Works associated with land to the north east of Longbridge Roundabout including works to—

- (a) construct a pedestrian footbridge over the River Mole;
- (b) deliver no less than 0.52ha of planting;
- (c) deliver replacement open space.

**Work No. 41**

Works to create an ecological area at Pentagon Field including works to—

- (a) establish a temporary spoil receptor site;
- (b) permanently raise the ground level to create a raised spoil platform with a maximum height of up to 4m (above datum) and with side slopes of a maximum of 1 in 3 gradient;
- (c) reinstate the land by—
  - (i) delivering no less than 1ha of planting, including the reinstatement of grassland;
  - (ii) planting a woodland tree belt of no less than 250 metres in length and no less than 15 metres in width along the site's eastern boundary adjacent to Balcombe Road;
  - (iii) planting native woodland in the south-east portion of the site.

**Work No. 42**

Works to—

- (a) establish a habitat enhancement area along Perimeter Road East and Perimeter Road South including replacement hedgerows and habitat suitable for bats along Crawler's Brook;
- (b) construct a weir and a fish pass.

### **Work No. 43**

Works to construct water treatment works comprising a constructed wetland (reed bed) treatment system including—

- (a) reed beds, surrounded by embankments and suitable boundary treatment;
- (b) associated plant, equipment and machinery;
- (c) cabin building;
- (d) storage unit;
- (e) reprovision of car parking for Gatwick Greenspace Partnership.

### **[Work No. 44**

Works to—

- (a) remove existing surface car parking and associated structures;
- (b) construct wastewater treatment works.]

#### *Ancillary or Related Development*

In connection with the construction of any of those works, and other development in the Order limits, ancillary or related development—

- (a) earthworks and excavations (including tunnelling, soil stripping and storage, site levelling, vegetation clearance, spoil screening / storage for re-use on site and remediation); provision of spoil retaining structures, bunds and ground terracing to formation levels; and site ground preparation works including land remediation, vegetation clearance and groundwater de-watering;
- (b) provision, protection, diversion and relocation of surface drainage systems (including swales, ditches, culverts, outfalls, ponds, basins and water treatment and pumping); foul water drainage systems (including pipework, sewage treatment plant, pumps and outfalls); utilities, including electricity, telecommunications, water and power supplies (including substations, switchgear and transformers); cables, pipes, shafts, trenches tunnels and associated access points; and associated protective works for such infrastructure (including footbridges, barriers and grates);
- (c) construction and provision of building compounds, external building plant and equipment, stacks and chimneys, access structures (including ladders, stairs and platforms) aerials and communication plant and equipment;
- (d) works to create temporary or permanent landscaping (including temporary or permanent mounds); drainage and flood compensation (including flood attenuation works); finished ground levels; means of enclosure; and reinstatement/replacement of, or construction of, boundary walls and security fences (including gates and retaining walls);
- (e) provision of permanent and temporary hard-standing areas; welfare/office accommodation, workshops and stores; secure entrances; structures and plant; site access points; security kiosks and buildings, perimeter and internal fencing; gates, barriers and bollards; vehicle and bicycle parking areas; vehicular and pedestrian access routes and internal roads; storage and handling areas; signage; CCTV poles and mountings; lighting poles and fittings; facilities and equipment for processing of excavated and construction materials; treatment enclosures; and any other temporary and permanent works required;
- (f) habitat creation and management;
- (g) alteration of the layout of any street permanently or temporarily, including but not limited to increasing the width of the carriageway of the street by reducing the width of any footpath, footway, cycle track or verge within the street; altering the level or increasing the width of any such footpath, footway, cycle track or verge; and reducing the width of the carriageway of the street;



- (h) works required for the strengthening, improvement, maintenance, or reconstruction of any street;
- (i) ramps, means of access, non-motorised links, footpaths, footways, bridleways, cycle tracks and crossing facilities;
- (j) embankments, viaducts, aprons, abutments, shafts, foundations, retaining walls, drainage, outfalls, ditches, pollution control devices, wing walls, highway lighting, fencing and culverts;
- (k) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it; tunnelling or boring under a street;
- (l) works to place, alter, divert, relocate, remove or maintain the position of apparatus, services, plant and other equipment in a street, or in other land, including mains, sewers, drains, pipes, lights and cables;
- (m) landscaping, noise barriers, works associated with the provision of ecological mitigation and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (n) works for the benefit or protection of land affected by the authorised development;
- (o) works to place, alter, remove or maintain road furniture;
- (p) the felling of trees and hedgerows;
- (q) establishment of site construction compounds, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction related buildings, welfare facilities, construction lighting, haulage roads and other machinery, apparatus, works and conveniences;
- (r) the provisions of other works including service roads, internal site roads, pavement works, kerbing and paved areas works, signing, signals, gantries, road markings works, traffic management measures including temporary roads and such other works as are associated with the construction, operation or maintenance of the authorised development; and
- (s) such other works, working sites storage areas, works of demolition or works of whatever nature, as may be necessary or expedient for the purposes of, or for purposes associated with or ancillary to, the construction, operation or maintenance of the authorised development which do not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement.

## SCHEDULE 2

Article 3

### Requirements

#### Interpretation

1.—(1) In this Schedule—

Each of—

- “carbon action plan”;
- “construction dust management strategy”;
- “construction resources and waste management plan”;
- “design and access statement”;
- “flood resilience statement”;
- “forecast data book”;
- “noise envelope document”;
- “noise insulation scheme document”;
- “odour monitoring and management plan”;
- “operational waste management strategy”;
- “outline construction traffic management plan”;
- “outline construction workforce travel plan”;
- “public rights of way management strategy”;
- “soil management strategy”;
- “surface access commitments”;
- “surface access drainage strategy”;
- “water treatment works footpath plan”;
- “written scheme of investigation for Surrey”; and
- “written scheme of investigation for West Sussex”,

means the document of that description certified by the Secretary of State under article 52 (certification of documents, etc.);

“aircraft movements” means commercial or non-commercial aircraft take-offs and landings, but shall not include diverted or emergency flights;

“annual monitoring and forecasting report” means a report which is to be submitted by the undertaker to evidence compliance with—

- (a) the relevant applicable noise envelope limits during the previous 12 month period of the operation of the airport; and
- (b) the noise envelope limits that will be applicable within the period of five years immediately following the end of the previous 12 months of the operation of the airport, and which shall contain all of the information identified to be required to be included within an annual monitoring and forecasting report in accordance with section 7 of the noise envelope document;

“begin” has the meaning given in section 155 (when development begins) of the 2008 Act and shall have a meaning distinct to “commence” in this Order;

“CAA” means the Civil Aviation Authority or any successor organisation to their statutory functions;

“commencement of dual runway operations” means the first day on which aircraft movements are scheduled to depart from both the repositioned northern runway and the main runway, which for the avoidance of doubt shall exclude any days on which both runways are used by the undertaker to test dual operations following approval by the CAA for dual operations;

“commercial air transport movements” means take-offs and landings of aircraft engaged on the transport of passengers, freight or mail on commercial terms, which for the avoidance of doubt shall not include diverted or emergency flights;

“emergency flights” means aircraft movements which do not carry commercial passengers, which include but are not restricted to—

- (a) flights operated by government or relief organisations for humanitarian reasons;
- (b) flights operated by the armed forces for military purposes;
- (c) medical flights; or
- (d) a particular occasion or series of occasions which are to be disregarded pursuant to a notice published by the Secretary of State under section 78(4) or 78(5)(f) (regulation of noise and vibration from aircraft) of the 1982 Act or set out in guidance published by the Secretary of State in connection with those provisions;

“extant noise envelope review document” means the most recent approved noise envelope review document or extraordinary noise envelope review document;

“extraordinary noise envelope review document” means a noise envelope review document which may be submitted for the approval of the Secretary of State to take into account changes required to the noise envelope limits as a consequence of approved airspace change proposals or the incorporation (including the proposed incorporation) into the airline fleets operating from the airport of aircraft which provide for significant carbon emissions savings which aligns with government policy in relation to carbon emissions reduction and climate change;

“host authorities” means CBC, MVDC, RBBC, Surrey County Council, TDC and West Sussex County Council;

“independent air noise reviewer” means the CAA (or such other competent body with knowledge and expertise to perform that function as appointed by the Secretary of State from time to time);

“lead local flood authority” has the same meaning as in section 6(7) (other definitions) of the Flood and Water Management Act 2010;

“listed works” means the works listed in Schedule 12 (non-highway works for which detailed design approval is required);

“noise compliance plan” means a plan which details measures which are proposed to be implemented to reduce existing and/or future aircraft related noise emissions from the airport and which must include as a minimum the information identified to be required to be included within a compliance plan in accordance with section 7 of the noise envelope document;

“noise envelope limits” means the area enclosed by the 92 day summer season average mode noise contours for the airport specified in section 6 of the noise envelope document or detailed within the extant noise envelope review document;

“noise envelope review document” means a document which reviews the applicable air noise limits within the noise envelope document or within the extant noise envelope review document (as is relevant in the circumstances) based on past performance, air transport movements and fleet transition forecasts, any changes to aircraft routings, relevant changes to government policy, and noise modelling forecasts, and which shall be prepared by a specialist aviation forecaster in accordance with the requirements and processes detailed in section 8 of the noise envelope document;

“noise model verification report” means a report detailing the review undertaken by an independent expert with credentials to carry out that review approved by the Institute of Acoustics to verify noise monitoring data in the noise model, including the siting of the noise and track keeping terminals and processing of data, used for the purposes of the production of

the noise annual monitoring and forecasting report, which shall make recommendations to improve the validity of the noise modelling in future years where identified to be necessary;

“previous year's actual performance contours” means information which confirms the area enclosed by the 92 day summer season average mode noise contours for the airport for the previous year of operation; and

“specialist aviation forecaster” means a company with no less than 5 years’ experience of providing forecasting, air service development and strategy services to major airports in the UK and able to field suitably qualified personnel (to degree level as appropriate) to prepare air noise forecasts.

(2) References in this Schedule to part of the authorised development are to be construed as references to elements of the authorised development in respect of which an application is made by the undertaker under this Schedule, and references to commencement of part of the authorised development in this Schedule are to be construed accordingly.

(3) References in this Schedule to phases of the authorised development are to be construed as references to phases identified in a phasing scheme submitted under requirement 2A.

(4) Where submitted details or actions can be “otherwise agreed” by a discharging authority pursuant to requirements 4, 5, 7, 8(4), 10(3), 11(3), 12(3), 13(3), 14(1), 14(2), 20, 21, 22(3), 23(2), 24, 25(3), 27(3), 28(3), 29(3), 30(3), [31(3)], 32(2), 35, 37(1) and 38(3) and 39 such agreement is not to be given by the discharging authority save where it has been demonstrated to the satisfaction of the discharging authority that the departure from the previously certified or approved document, details or obligation does not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement.

(5) If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision 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.

### **Phasing scheme**

2.—(1) The authorised development must not commence unless, no less than four months prior to the anticipated date of commencement, a phasing scheme setting out the anticipated phases for construction of the authorised development has been submitted to the host authorities and National Highways.

(2) The undertaker must review and make any necessary updates to the phasing scheme and submit that updated phasing scheme to the host authorities and National Highways—

- (a) no later than three years from the date of commencement of the authorised development;
- (b) at any time if the undertaker proposes a significant change to the contents or timing of the phases of construction in a previously submitted phasing scheme; and
- (c) no later than every three years after the date of the most recent submission of a phasing scheme under this sub-paragraph (2),

provided that the undertaker is not required to submit any further phasing scheme after the later of—

- (a) the fifteenth anniversary of the commencement of the authorised development;
- (b) the tenth anniversary of the commencement of dual runway operations; and
- (c) the fifth anniversary of the commencement of the later of Work No. 35 (South Terminal Junction improvements), Work No. 36 (North Terminal Junction improvements) or Work No. 37 (Longbridge Roundabout Junction improvements).

(3) Where any requirement in this Schedule requires the submission to any of the host authorities or National Highways of details or a document relating to a part of the authorised development, the undertaker must—

- (a) state which phase that part falls within by reference to the most recent phasing scheme submitted under sub-paragraph (1) or (2); and
  - (b) where the part does not constitute the whole phase—
    - (i) identify which works in Schedule 1 (authorised development) constitute the part, including by reference to the works plans (where applicable); and
    - (ii) provide indicative timings for the submission of the relevant details or document for the remainder of works in that phase.
- (4) In this requirement “phasing scheme” means a written document which—
- (a) identifies, by reference to Schedule 1 (authorised development), the works that are anticipated to be constructed within successive temporal phases of construction;
  - (b) includes a layout plan showing the location of the works anticipated to be constructed in each phase; and
  - (c) includes an indicative construction programme for any phases to be delivered in the five years following the date of submission of the phasing scheme and indicative timings for the delivery of later phases;

### **Time limit and notifications**

**3.**—(1) The authorised development must begin no later than the expiration of five years beginning on the start date.

- (2) The undertaker must notify the host authorities—
- (a) within 7 days after the date on which the authorised development begins;
  - (b) at least 28 days prior to the anticipated date of commencement of the authorised development, provided that commencement may still lawfully occur if notice is not served in accordance with this sub-paragraph;
  - (c) within 7 days after the actual date of commencement of the authorised development;
  - (d) at least 28 days prior to the anticipated date of commencement of dual runway operations; and
  - (e) within 7 days after the actual commencement of dual runway operations.

### **Detailed design**

**4.**—(1) No part of the authorised development (except for the highway works and listed works) is to commence until CBC has been consulted on the design of that part.

- (2) Consultation under sub-paragraph (1) shall take place by—
- (a) the undertaker providing CBC with an explanatory note, drawings (where necessary) and a compliance statement regarding the design of the part in question; and
  - (b) CBC providing its comments (if any) within 8 weeks beginning with the day after the information was provided to CBC pursuant to sub-paragraph (2)(a), unless a longer time period is agreed in writing between CBC and the undertaker.

(3) Any part of the authorised development to which sub-paragraph (1) applies must be carried out in accordance with the design principles in appendix 1 of the design and access statement unless otherwise agreed in writing with CBC.

(4) No part of any listed works is to commence until the details referred to in sub-paragraph (5) for the layout, siting, scale and external appearance of the buildings, structures and works within that part have been submitted to and approved in writing by—

- (a) for Work No. 40(a) (pedestrian footbridge over the River Mole), MVDC (in consultation with RBBC); and
- (b) for all other listed works, CBC.

(5) The details referred to in sub-paragraph (4) must include those of the following that are reasonably considered necessary for the part of the listed work in question by CBC or MVDC (as relevant)—

- (a) an explanatory note;
- (b) drawings;
- (c) a compliance statement;
- (d) details of layout, siting, scale, external appearance and levels (including existing and finished floor levels and ground levels);
- (e) a schedule of external materials and finishes;
- (f) details of any associated structures;
- (g) access arrangements;
- (h) an operational lighting scheme for the part;
- (i) details of any construction and sustainability measures; and
- (j) for part of a work that is subject to design review in accordance with annex A of appendix 1 of the design and access statement, the relevant “Design Review Statement” as defined in that annex A.

(6) The relevant part of the listed works must be carried out in accordance with the details approved under sub-paragraph (4) unless otherwise agreed in writing with MVDC (in consultation with RBBC) or CBC (as relevant depending on which authority approved the details).

(7) In this requirement “compliance statement” means a document that sets out how—

- (a) the part of the authorised development in question will be constructed in accordance with the design principles in appendix 1 of the design and access statement, unless otherwise agreed in writing with—
  - (i) for a part to which sub-paragraphs (1) or (4)(b) apply, CBC; or
  - (ii) for a part to which sub-paragraph (4)(a) applies, MVDC (in consultation with RBBC); and
- (b) in carrying out that part the undertaker would comply with article 6 (limits of works), including detailing any reliance by the undertaker on article 6(6).

### **Local highway works – detailed design**

**5.—**(1) No part of the local highway works is to commence until details of the layout, siting, scale and external appearance of the buildings, structures and works within that part have been submitted to and approved in writing by the relevant highway authority (in consultation with the relevant planning authority).

(2) The details referred to in sub-paragraph (1) must—

- (a) be in accordance with the design principles in appendix 1 of the design and access statement unless otherwise agreed in writing with the relevant highway authority; and
- (b) be in accordance with the surface access general arrangements, surface access engineering section drawings and surface access structure section drawings or otherwise demonstrate that in carrying out the part of the authorised development to which the submitted details relate the undertaker would comply with article 6 (limits of works), including detailing any reliance by the undertaker on article 6(7).

(3) The relevant part of the local highway works must be carried out in accordance with the details approved by the relevant highway authority under sub-paragraph (1) unless otherwise agreed in writing with the relevant highway authority.

### **National highway works**

**6.—**(1) The undertaker must carry out the national highway works in accordance with Part 3 of Schedule 9 (protective provisions for the protection of National Highways).

(2) Design details submitted to National Highways pursuant to paragraph 7(1)(c) of Part 3 of Schedule 9 to this Order must—

- (a) be in accordance with the design principles in appendix 1 of the design and access statement unless otherwise agreed in writing with National Highways;
- (b) be in accordance with the surface access general arrangements, surface access engineering section drawings and surface access structure section drawings or otherwise demonstrate that in carrying out the part of the authorised development to which the submitted details relate the undertaker would comply with article 6 (limits of works), including detailing any reliance by the undertaker on article 6(7); and
- (c) to the extent that they constitute drainage details, be substantially in accordance with the surface access drainage strategy.

(3) The undertaker must have completed construction of the national highway works and made an application to National Highways for a provisional certificate pursuant to paragraph 10 of Part 3 of Schedule 9 in respect of the national highway works by the third anniversary of the commencement of dual runway operations, unless otherwise agreed in writing with National Highways, said agreement not to be unreasonably withheld or delayed.

### **Code of construction practice**

7. Construction of the authorised development must be carried out in accordance with the code of construction practice unless otherwise agreed in writing with CBC.

### **Landscape and ecology management plan**

8.—(1) No part of the authorised development is to commence until a landscape and ecology management plan for that part has been submitted to and approved in writing by CBC (in consultation with RBBC, MVDC or TDC to the extent that they are the relevant planning authority for any land to which the submitted plan relates).

(2) Where a landscape and ecology management plan submitted pursuant to sub-paragraph (1) relates to highways works, CBC must approve it also in consultation with the relevant highway authority.

(3) Each landscape and ecology management plan submitted pursuant to sub-paragraph (1) must be substantially in accordance with the outline landscape and ecology management plan and must include a timetable for the implementation of the landscaping works it contains.

(4) The relevant part of the authorised development must be carried out in accordance with the relevant landscape and ecology management plan approved pursuant to sub-paragraph (1) unless otherwise agreed in writing with CBC.

(5) In respect of any landscape and ecology management plan for Work No. 40 (works associated with land to the north east of Longbridge Roundabout), the references in this requirement to “CBC” are to be read as “MVDC”.

### **Contaminated land and groundwater**

9.—(1) In respect of any part of the authorised development where historical data cannot establish that the risk of contaminated land is low, the undertaker must conduct ground investigations prior to that part of the authorised development being commenced. The scope of these investigations must be agreed with the relevant planning authority (in consultation with the Environment Agency on matters related to its functions).

(2) In the event that land affected by contamination, including groundwater, is found at any time when constructing the authorised development which was not previously identified in the environmental statement, it must be reported as soon as reasonably practicable to the relevant planning authority and the Environment Agency, and the undertaker must complete a risk assessment of the contamination in consultation with the relevant planning authority and the Environment Agency.

(3) Where the undertaker's risk assessment determines that remediation of contamination identified in, on, or under land from detailed site investigations, or as an unexpected discovery, is necessary, a remediation strategy comprising a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose must be submitted to and approved in writing by the relevant planning authority (in consultation with the Environment Agency on matters related to its functions).

(4) Any required and agreed remediation must be carried out in accordance with the remediation strategy approved under sub-paragraph (3).

(5) The remediation strategy submitted for approval pursuant to sub-paragraph (3) shall include a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

(6) Prior to the relevant part of the authorised development being occupied or used (as relevant) a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation will be submitted to, and approved in writing by, the relevant planning authority. The report will include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

### **Surface and foul water drainage**

**10.**—(1) No part of the authorised development involving surface or foul water drainage (except for the highway works and listed works) is to commence until CBC has been consulted on the drainage for that part.

(2) Consultation under sub-paragraph (1) shall take place by—

- (a) the undertaker providing CBC with an explanatory note, drawings (where necessary) and a compliance statement regarding the drainage of the part in question; and
- (b) CBC providing its comments (if any) within 8 weeks beginning with the day after the information was provided to CBC pursuant to sub-paragraph (2)(a), unless a longer time period is agreed in writing between CBC and the undertaker.

(3) Any part of the authorised development to which sub-paragraph (1) applies must be carried out in accordance with the drainage design principles in appendix 1 of the design and access statement unless otherwise agreed in writing with CBC.

(4) No part of any listed works involving surface or foul water drainage is to commence until details of the surface and foul water drainage for that part, including means of pollution control and monitoring, have been submitted to and approved in writing by CBC (in consultation with West Sussex County Council, the Environment Agency and Thames Water Utilities Limited).

(5) The drainage details referred to in sub-paragraph (4) must include those of the following that are reasonably considered necessary for the part of the listed work in question by CBC—

- (a) an explanatory note;
- (b) drawings;
- (c) a compliance statement;
- (d) details of layout, siting, scale, external appearance and levels;
- (e) details of any associated structures;
- (f) details of any construction and sustainability measures; and
- (g) for part of a work that is subject to design review in accordance with annex A of appendix 1 of the design and access statement, the relevant "Design Review Statement" as defined in that annex A.

(6) The relevant part of the listed works must be constructed in accordance with the details approved under sub-paragraph (4) unless otherwise agreed in writing by CBC (in consultation with West Sussex County Council, the Environment Agency and Thames Water Utilities Limited).



(7) In this requirement “compliance statement” means a document that sets out how the part of the authorised development in question will be constructed in accordance with the drainage design principles in appendix 1 of the design and access statement unless otherwise agreed in writing with CBC.

#### **Local highway surface water drainage**

**11.—**(1) No part of the local highway works is to commence until written details of the surface water drainage for that part, including means of pollution control and monitoring, have been submitted to and approved in writing by the relevant highway authority (in consultation with the Environment Agency, the relevant lead local flood authority and the relevant planning authority).

(2) The drainage details approved pursuant to sub-paragraph (1) must be substantially in accordance with the surface access drainage strategy.

(3) The relevant part of the local highway works must be constructed in accordance with the details approved under sub-paragraph (1) unless otherwise agreed in writing by the relevant highway authority (in consultation with the Environment Agency and the relevant lead local flood authority).

#### **Construction traffic management plan**

**12.—**(1) No part of the authorised development is to commence until a construction traffic management plan for that part has been submitted to and approved in writing by CBC (in consultation with West Sussex County Council, Surrey County Council and National Highways on matters related to their function).

(2) The construction traffic management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline construction traffic management plan.

(3) The relevant part of the authorised development must be constructed in accordance with the construction traffic management plan referred to in sub-paragraph (1), unless otherwise agreed in writing with CBC (in consultation with West Sussex County Council, Surrey County Council and National Highways on matters related to their function).

#### **Construction workforce travel plan**

**13.—**(1) No part of the authorised development is to commence until a construction workforce travel plan for that part has been submitted to and approved in writing by CBC (in consultation with West Sussex County Council, Surrey County Council and National Highways on matters related to their function).

(2) The construction workforce travel plan submitted under sub-paragraph (1) must be substantially in accordance with the outline construction workforce travel plan.

(3) The relevant part of the authorised development must be constructed in accordance with the construction workforce travel plan referred to in sub-paragraph (1), unless otherwise agreed in writing with CBC (in consultation with West Sussex County Council, Surrey County Council and National Highways on matters related to their function).

#### **Archaeological remains**

**14.—**(1) Work No. 34(b) (Car Park B North) must be carried out in accordance with the written scheme of investigation for Surrey unless otherwise agreed in writing by Surrey County Council.

(2) Any part of the authorised development in West Sussex must be carried out in accordance with the written scheme of investigation for West Sussex unless otherwise agreed in writing with CBC.

(3) Any archaeological remains not previously identified which are revealed when carrying out the authorised development must be retained in situ and reported to the relevant authority and Historic England as soon as reasonably practicable from the date they are identified.

(4) No construction operations are to take place within 10 metres of the remains referred to in sub-paragraph (3) for a period of 14 days from the date of any report under sub-paragraph (3).

(5) If the relevant authority determines in writing that the archaeological remains require further investigation, no construction operations are to take place within 10 metres of the remains until provision has been made for the further investigation and recording of the remains in accordance with details to be submitted to, and approved in writing by, the relevant authority in consultation with Historic England.

(6) Construction operations which would otherwise be prohibited by sub-paragraphs (4) or (5) shall be permitted to the extent that they are—

- (a) agreed in writing by the relevant authority in consultation with Historic England; or
- (b) necessary to address a potential risk identified by the undertaker to the safety of the authorised development or any of its parts, the public or the surrounding environment (in which case the undertaker must promptly notify the relevant authority and Historic England in writing of the operations which it has carried out).

(7) In this requirement, the “relevant authority” means—

- (a) in respect of any land in West Sussex, CBC; and
- (b) in respect of any land in Surrey, Surrey County Council.

### **Air noise envelope**

**15.**—(1) From the commencement of dual runway operations the airport must be operated in accordance with the relevant noise envelope limits.

(2) The undertaker shall be required to submit the previous year’s actual performance contours, annual monitoring and forecasting reports and, if necessary, noise compliance plans to the independent air noise reviewer in accordance with the requirements contained at section 7 of the noise envelope document.

(3) The undertaker must comply with each noise compliance plan which is approved following scrutiny and verification by the independent air noise reviewer or the Secretary of State (as is relevant in the circumstances), subject always to compliance with all other laws and international obligations which are applicable to the noise compliance plan and the measures therein contained.

(4) The undertaker must publish on a website (including a page on a website) hosted by the undertaker for that purpose the previous year’s actual performance contours and each approved annual monitoring and forecasting report and noise compliance plan within not more than 14 days following the date on which those are notified to be approved or not approved.

(5) The undertaker shall not be permitted to declare any further capacity for commercial air transport movements from the airport where—

- (a) following the commencement of dual runway operations the same noise envelope limit has been identified to have been exceeded during the previous 24 months of the operation of the airport;
- (b) an annual monitoring and forecasting report when submitted to the independent air noise reviewer by the undertaker in accordance with sub-paragraph (2) of this requirement identifies that a noise envelope limit is forecast to be exceeded; or
- (c) the independent air noise reviewer and/or the Secretary of State notifies the undertaker that the previous year's actual performance contours or annual monitoring and forecasting report is not approved and the independent air noise reviewer or the Secretary of State (as is relevant in the circumstances) has also identified that it is not reasonably satisfied that the same relevant noise envelope limit has not been exceeded during the previous 24 months of the operation of the airport following the commencement of dual runway operations or that it is not reasonably satisfied that a noise envelope limit is not forecast to be exceeded in a future year of operation,

until the previous year’s actual performance contours have been satisfactorily evidenced to the independent air noise reviewer and/or the Secretary of State to have complied with the relevant

noise envelope limit or an annual monitoring and forecasting report has been approved by the independent air noise reviewer or by the Secretary of State (as is relevant in the circumstances) which confirms compliance with the noise envelope limit identified to have been exceeded or forecast to be exceeded (as is relevant in the circumstances), including where relevant when taking account of the measures proposed within a noise compliance plan to address any such exceedance (save that where a noise envelope limit is forecast to be exceeded prior to dual runway operations commencing a restriction on the declaration of capacity for additional air traffic movements from the airport shall only apply in relation to additional air traffic movements from the commencement of dual runway operations).

### **Air noise envelope reviews**

**16.**—(1) The undertaker shall be required to submit noise envelope review documents to the independent air noise reviewer in accordance with the requirements contained at section 8 of the noise envelope document.

(2) The undertaker must submit a draft of any noise envelope review document to the independent air noise reviewer not less than 42 days before the submission of that noise envelope review document for approval pursuant to sub-paragraph (1) of this requirement.

(3) The noise envelope limits contained within any noise envelope review document (for the avoidance of doubt excluding any extraordinary noise envelope review document and any noise envelope review document submitted following the approval of any extraordinary noise envelope review document) must not be greater than—

- (a)  $L_{eq\ 16\ hour\ day}$  51 dB 135.5 km<sup>2</sup>
- (b)  $L_{eq\ 8\ hour\ night}$  45 dB 146.9 km<sup>2</sup>

(4) At any point following the commencement of dual runway operations the undertaker may submit to the Secretary of State an extraordinary noise envelope review document for approval.

(5) In the event of force majeure circumstances arising which are beyond the control of the undertaker which significantly reduce or otherwise affect operations at the airport and which have a knock-on effect on the rate of airline fleet transition the undertaker may submit a detailed written request to the Secretary of State to amend the points in time at which noise envelope review documents are required to be submitted in accordance with sub-paragraph (1) of this requirement and where approved by the Secretary of State sub-paragraph (1) shall be read as amended in accordance with the approved detailed written request.

(6) The undertaker must publish on a website (including a page on a website) hosted by the undertaker for that purpose each approved noise envelope review document or extraordinary noise envelope review document within not more than 14 days following the date on which those are approved.

### **Verification of air noise monitoring equipment**

**17.** Within not more than six months following the end of the period of 12 months beginning with the commencement of dual runway operations and at 5 yearly intervals thereafter the undertaker must submit to the independent air noise reviewer a noise model verification report and the undertaker must publish on a website (including a page on a website) hosted by the undertaker for that purpose each noise model verification report submitted to the independent air noise reviewer within not more than 14 days after the date of its submission.

### **Noise insulation scheme**

**18.**—(1) Within not more than 3 months following the commencement of any of Work Nos. 1 – 7 (inclusive) the undertaker shall—

- (a) submit to CBC a list of all residential properties and schools which are eligible for noise insulation in accordance with the noise insulation scheme; and

- (b) submit to CBC for approval details of how the noise insulation scheme is to be promoted and administered, including to persons considered to be vulnerable to noise related effects to ensure equitable access to the noise insulation scheme, and once approved the undertaker shall comply with the approved details when promoting and administering the noise insulation scheme.

(2) Within not more than 6 months following the approval of the details in sub-paragraph (1)(b), the undertaker must take appropriate steps to notify all residential properties and schools which are eligible for noise insulation in accordance with the noise insulation scheme and thereafter make further contact with such residential properties and schools in accordance with the noise insulation scheme document to further inform them of their eligibility for the noise insulation scheme and where requested by the owner of an eligible residential property arrange for the residential property to be surveyed to agree an appropriate package of noise insulation measures and procure the installation of those noise insulation measures subject to funding by the undertaker for the noise insulation measures being not more than the maximum amount detailed in the noise insulation scheme document..

(3) Subject to relevant owners or tenants of residential properties within the noise insulation scheme inner zone or noise insulation scheme outer zone 1 having made a valid application to the undertaker for noise insulation not less than two years from the date on which the undertaker first made contact with them in respect of their eligibility for the noise insulation scheme in accordance with sub-paragraph (2) above the undertaker shall, subject to reasonable access being provided to the undertaker, install the noise insulation measures to such residential properties prior to the commencement of dual runway operations and in respect of owners or tenants of residential properties within the noise insulation scheme inner zone or noise insulation scheme outer zone 1 who make a valid application for noise insulation more than two years from the date on which the undertaker first made contact with them in respect of their eligibility for the noise insulation scheme in accordance with sub-paragraph (2) above the undertaker shall, subject to reasonable access being provided to the undertaker, install the noise insulation measures to such residential properties as soon as is reasonably practicable thereafter.

(4) Subject to relevant owners or tenants of residential properties within the noise insulation scheme outer zone 2 having made a valid application to the undertaker for noise insulation not less than three years from the date on which the undertaker first made contact with them in respect of their eligibility for the noise insulation scheme in accordance with sub-paragraph (2) above the undertaker shall, subject to reasonable access being provided to the undertaker, install the noise insulation measures to such residential properties not later than the second anniversary of the commencement of dual runway operations and in respect of owners or tenants of residential properties within noise insulation scheme outer zone 2 who make a valid application for noise insulation more than three years from the date on which the undertaker first made contact with them in respect of their eligibility for the noise insulation scheme in accordance with sub-paragraph (2) above the undertaker shall, subject to reasonable access being provided to the undertaker, install the noise insulation measures to such residential properties as soon as is reasonably practicable thereafter.

(5) Subject to relevant owners or tenants of residential properties within the noise insulation scheme outer zone 3 having made a valid application to the undertaker for noise insulation not less than four years from the date on which the undertaker first made contact with them in respect of their eligibility for the noise insulation scheme in accordance with sub-paragraph (2) above the undertaker shall, subject to reasonable access being provided to the undertaker, install the noise insulation measures to such residential properties not later than the third anniversary of the commencement of dual runway operations and in respect of owners or tenants of residential properties within noise insulation scheme outer zone 3 who make a valid application for noise insulation more than four years from the date on which the undertaker first made contact with them in respect of their eligibility for the noise insulation scheme in accordance with sub-paragraph (2) above the undertaker shall, subject to reasonable access being provided to the undertaker, install the noise insulation measures to such residential properties as soon as is reasonably practicable thereafter.

(6) Where reasonably requested following the commencement of dual runway operations by any owner of a residential property not within the noise insulation scheme inner zone or otherwise

expressly identified as being eligible for noise insulation equivalent to that provided for properties within the noise insulation scheme inner zone in connection with ground noise within the noise insulation scheme document the undertaker must take appropriate steps to measure the levels of ground noise associated with aircraft operating from the airport to identify whether the residential property experiences noise levels from aircraft which exceed  $L_{eq\ 16hr}$  daytime 63dB or  $L_{eq\ 8\ hr}$  night 55dB.

(7) Where it is identified that any residential property qualifies for noise insulation equivalent to that provided for properties within the noise insulation scheme inner zone as a consequence of ground noise associated with aircraft operating from the airport the undertaker must notify the property owner(s) of their eligibility for noise insulation equivalent to that provided for properties within the noise insulation scheme inner zone and where requested by the owner of any such eligible residential property arrange for the residential property to be surveyed to agree an appropriate package of noise insulation measures and procure the installation of those noise insulation measures subject to funding by the undertaker for the noise insulation measures being not more than the maximum amount detailed in the noise insulation scheme document.

(8) Where requested by any eligible school (as specified in the noise insulation scheme document), the undertaker must arrange for the school to be surveyed to agree an appropriate package of noise insulation measures and procure the installation of those noise insulation measures in accordance with the noise insulation scheme document.

(9) The undertaker must notify each owner of a residential property who is identified within an annual monitoring and forecasting report to be within the  $L_{eq\ 16\ hr}$  66dB standard mode noise contour (as modelled based on actual operations of the previous summer) of their eligibility for home relocation assistance in accordance with section 6 of the noise insulation scheme document and provide such home relocation assistance where requested by the owner of an eligible residential property subject always to home relocation assistance being strictly limited to one claim per eligible residential property.

(10) In this requirement—

- (a) “noise insulation scheme” means the scheme to provide enhanced noise insulation measures to residential properties and schools with noise sensitive teaching spaces and to provide home relocation assistance in accordance with the noise insulation scheme document;
- (b) “noise insulation scheme inner zone” means the area which is predicted to be within the  $L_{eq\ 8\ hr\ night\ 55dB}$  contour (incorporating  $L_{eq\ 16hr\ daytime\ 63dB}$  contour) 3 years following the commencement of dual runway operations as identified in the noise insulation scheme document;
- (c) “noise insulation scheme outer zone 1” means the area which is predicted to be within the  $L_{eq\ 16hr\ daytime\ 60dB\ to\ 63dB}$  contour 3 years following the commencement of dual runway operations as identified in the noise insulation scheme document;
- (d) “noise insulation scheme outer zone 2” means the area beyond the noise insulation scheme inner zone which is predicted to be within the  $L_{eq\ 16hr\ daytime\ 57dB\ to\ 60dB}$  contour 3 years following the commencement of dual runway operations as identified in the noise insulation scheme document; and
- (e) “noise insulation scheme outer zone 3” means the area beyond the noise insulation scheme inner zone which is predicted to be within the  $L_{eq\ 16hr\ daytime\ 54dB\ to\ 57dB}$  contour 3 years following the commencement of dual runway operations as identified in the noise insulation scheme document.

## **Airport operations**

**19.—**(1) From the date of the commencement of dual runway operations, the airport may not be used for more than 389,000 aircraft movements per annum.

(2) The repositioned northern runway must not be used between the hours of 23:00 – 06:00 but may be used between these hours where the main runway is temporarily non-operational by reason

of an accident, incident or structural defect or when maintenance to the main runway is being undertaken.

(3) Subject to sub-paragraph (4), the repositioned northern runway must not be used—

- (a) for aircraft landings; or
- (b) for departures of aircraft larger than Code C aircraft.

(4) Sub-paragraph (3) does not apply and the repositioned northern runway may be used in one or both of the ways stated in that sub-paragraph—

- (a) where the main runway is temporarily non-operational by reason of an accident, incident or structural defect or when maintenance to the main runway is being undertaken; or
- (b) as agreed in writing between the undertaker and the Secretary of State (following consultation with the CAA and CBC).

(5) In this requirement “Code C aircraft” means aircraft with dimensions meeting the maximum specifications of code letter C in the Aerodrome Reference Code table in Annex 14, Volume I to the Convention on International Civil Aviation, as at the date of this Order.

### **Surface access**

**20.** From the date on which the authorised development begins the operation of the airport must be carried out in accordance with the surface access commitments unless otherwise agreed in writing with CBC and National Highways (in consultation with Surrey County Council and West Sussex County Council).

### **Carbon action plan**

**21.** From the date on which the authorised development begins, the authorised development and the operation of the airport must be carried out in accordance with the carbon action plan unless otherwise agreed in writing with the Secretary of State (following consultation with CBC).

### **Public rights of way**

**22.—(1)** No development of any new or diverted public right of way listed in Part 3 of Schedule 4 (footways and cycle tracks) may be carried out until a public rights of way implementation plan for that public right of way has been submitted to and approved by the relevant highway authority.

(2) Each public rights of way implementation plan submitted pursuant to sub-paragraph (1) must be substantially in accordance with the public rights of way management strategy and in accordance with the rights of way and access plans.

(3) The development of any new or diverted public right of way listed in Part 3 of Schedule 4 must be carried out in accordance with the relevant public rights of way implementation plan approved pursuant to sub-paragraph (1) unless otherwise agreed in writing with the relevant highway authority.

### **Flood compensation delivery plan**

**23.—(1)** Prior to the commencement of the first of the floodplain works requiring prior mitigation, a flood compensation delivery plan setting out the timeframe for delivering the fluvial mitigation works must be submitted to and approved in writing by CBC (in consultation with West Sussex County Council as lead local flood authority and the Environment Agency).

(2) The authorised development must be constructed in accordance with the flood compensation delivery plan referred to in sub-paragraph (1) unless otherwise agreed in writing with CBC (in consultation with West Sussex County Council as lead local flood authority and the Environment Agency).

(3) In this requirement—

- (a) “floodplain works requiring prior mitigation” means Work Nos. 3, 4(f), 4(g), 4(h), 4(i), 4(j)(ii), 15, 20, 23(b), 23(c), 23(d), 29, 32, 34(a), 34(c), 36(c), 36(e), 36(f), 36(p), 36(q), 36(w), 36(x), 36(y), 37(a), 37(b), 37(f), 37(g), 37(h), 37(i), 37(j), 37(l), 37(m) and 37(n); and
- (b) “fluvial mitigation works” means Work Nos. 31(b), 31(c), 38(a), 39(a), 39(b), 39(c) and 39(e).

#### **Flood resilience statement**

**24.** From the date on which the authorised development begins, the authorised development and the operation of the airport must be carried out in accordance with the flood resilience statement unless otherwise agreed in writing with CBC.

#### **Operational waste management plan**

**25.—**(1) Work No. 9 (replacement CARE facility) must not be commenced until an operational waste management plan has been submitted to and approved in writing by West Sussex County Council.

(2) The operational waste management plan submitted under sub-paragraph (1) must be substantially in accordance with the operational waste management strategy.

(3) The airport must be operated in accordance with the operational waste management plan approved by West Sussex County Council unless otherwise agreed in writing with West Sussex County Council.

#### **Water treatment works footpath**

**26.—**(1) Prior to the commencement of Work No. 43 (water treatment works) a public access by foot must be provided between the accesses marked “A” and “B” on the water treatment works footpath plan.

(2) Once provided, the public access by foot described in sub-paragraph (1) must not be removed until construction of Work No. 43 (water treatment works) is complete.

#### **Construction dust management plan**

**27.—**(1) No construction activities that may generate dust may be carried out until a construction dust management plan for those activities has been submitted to and approved by CBC.

(2) Each construction dust management plan submitted pursuant to sub-paragraph (1) must be substantially in accordance with the construction dust management strategy.

(3) Construction activities that may generate dust must be carried out in accordance with the relevant construction dust management plan approved pursuant to sub-paragraph (1) unless otherwise agreed in writing by CBC.

#### **Arboricultural and vegetation method statement**

**28.—**(1) No vegetation or tree clearance may be carried out until an arboricultural and vegetation method statement for the area within which such works are to be carried out has been submitted to and approved by CBC (in consultation with MVDC, RBBC and TDC to the extent that they are the relevant planning authority for any land to which the statement relates).

(2) Each arboricultural and vegetation method statement submitted pursuant to sub-paragraph (1) must be substantially in accordance with the outline arboricultural and vegetation method statement.

(3) Vegetation or tree clearance must be carried out in accordance with the relevant arboricultural and vegetation method statement approved pursuant to sub-paragraph (1) unless

otherwise agreed in writing by CBC (in consultation with MVDC, RBBC and TDC to the extent that they are the relevant planning authority for any land to which the statement relates).

### **Soil management plan**

**29.**—(1) No soil removal may be carried out until a soil management plan for that soil has been submitted to and approved by CBC.

(2) Each soil management plan submitted pursuant to sub-paragraph (1) must be substantially in accordance with the soil management strategy.

(3) Removed soil must be managed in accordance with the relevant soil management plan approved pursuant to sub-paragraph (1) unless otherwise agreed in writing by CBC.

### **Site waste management plan**

**30.**—(1) No part of the authorised development is to commence until a site waste management plan for that part has been submitted to and approved in writing by the relevant authority.

(2) The site waste management plan submitted pursuant to sub-paragraph (1) must include the form of sections A1, A2, A3 and A4 of Annex A to the construction resources and waste management plan.

(3) Construction waste arising from that part of the authorised development must be managed in accordance with the measures set out in the form of section A1 of the site waste management plan approved pursuant to sub-paragraph (1) unless otherwise agreed in writing by the relevant authority.

(4) A form of section A5 of Annex A to the construction resources and waste management plan must be maintained throughout the duration of the construction of that part of the authorised development and must be made available to the relevant authority upon request.

(5) In this requirement, the “relevant authority” means, in respect of a part of the authorised development—

- (a) in West Sussex, West Sussex County Council;
- (b) in Surrey, Surrey County Council; and
- (c) partly in each of West Sussex and Surrey, West Sussex County Council (in consultation with Surrey County Council).

### **Construction sequencing**

**31.**—(1) The commencement of dual runway operations must not take place until Work No. 43 (water treatment works) has been completed.

(2) Work No. 39(b) (River Mole culverts and syphons) must not be commenced until Work No. 42(b) (weir and fish pass) has been completed.

(3) [The commencement of dual runway operations must not take place until—

- (a) Work No. 44 (wastewater treatment works) has been completed; and
- (b) an application has been submitted for an environmental permit under regulation 12(1)(b) (requirement for an environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016 for the operation of Work No. 44 (wastewater treatment works),

unless otherwise agreed in writing by Thames Water Utilities Limited.]

### **Western noise mitigation bund**

**32.**—(1) The commencement of dual runway operations must not take place until Work No. 18(b) (replacement noise bund and wall) has been completed.

(2) Once completed, Work No. 18(b) must not be removed unless otherwise agreed in writing by CBC.



(3) During the carrying out of Work No. 18(a) (removal of existing western noise bund) and the construction of Work No. 18(b) (replacement noise bund and wall), no ground engine testing may take place on Work No. 4(i) (Taxiway Juliet West Spur) unless otherwise agreed in writing by CBC.

### **North and South Terminal roundabouts BAU improvement scheme**

**33.**—(1) Prior to the first of—

- (a) the commencement of dual runway operations;
- (b) the commencement of the first of Work No. 35 (South Terminal Junction improvements) and Work No. 36 (North Terminal Junction improvements); or
- (c) the third anniversary of the commencement of the authorised development,

the North and South Terminal roundabouts BAU improvement scheme must be completed, unless otherwise agreed with National Highways.

(2) In this requirement—

- (a) “North and South Terminal roundabouts BAU improvement scheme” means a scheme of construction, not forming part of the authorised development, to implement traffic signal control and add further entry and exit lane and roundabout circulatory capacity at the North and South Terminal roundabouts, to be agreed with National Highways and to be in general accordance with the North and South Terminal roundabouts BAU improvement scheme plans and the detailed design of which will be agreed separately with National Highways; and
- (b) “North and South Terminal roundabouts BAU improvement scheme plans” means the document of that description certified by the Secretary of State under article 52 (certification of documents, etc.).

### **Office occupier**

**34.** Work No. 28(b) (office at Car Park H site) must only be occupied by an entity related to, or whose business and/or operations are related to, the airport, air travel and/or aviation, unless otherwise agreed in writing by CBC.

### **Odour monitoring and management plan**

**35.** From the date of the commencement of the authorised development, the authorised development and the operation of the airport must be carried out in accordance with the odour monitoring and management plan unless otherwise agreed in writing by CBC (in consultation with RBBC).

### **Thames Water phasing plan**

**36.**—(1) Prior to the commencement of the authorised development, the undertaker must prepare and provide to Thames Water Utilities Limited a passenger throughput phasing plan which will include forecast passenger growth numbers for the period up to the commencement of dual runway operations and five years after the commencement of dual runway operations.

(2) The details in the plan provided pursuant to sub-paragraph (1) must not materially exceed the forecast annual passenger numbers shown for the equivalent time periods for the airport with the authorised development in Table 9.2-1 of the forecast data book.

### **Car parking spaces**

**37.**—(1) Notwithstanding the provisions of Class F of Part 8 of Schedule 2 to the 2015 Regulations, the undertaker shall not provide more than 53,260 car parking spaces within the Order limits unless otherwise agreed in writing by CBC.

(2) Upon commencement of the authorised development and by no later than each anniversary of that date, the undertaker must submit an annual report to CBC providing an update on the number of car parking spaces provided by the undertaker within the Order limits.

(3) In this requirement “car parking spaces” means space or spaces available for all car parking products provided by the undertaker including self-park, block-park, valet parking, staff parking and any other parking types used by airport passengers and staff within the Order limits.

### **Speed limit monitoring**

**38.**—(1) No part of Work Nos. 35, 36 or 37 (surface access works) is to commence until a speed limit monitoring plan for those works has been submitted to and approved in writing by West Sussex County Council (in consultation with Surrey County Council and National Highways).

(2) The speed limit monitoring plan must include—

- (a) as a minimum, one survey to be carried out before commencement of the first of Work Nos. 35, 36 or 37 (surface access works) and two surveys to be carried out after completion of the last of those works to assess the changes in traffic speed on the local and strategic highway networks;
- (b) the locations to be monitored and the methodology to be used to collect the required data;
- (c) the periods over which traffic is to be monitored (each such period to be no longer in duration than 14 days);
- (d) the submission of survey data and interpretative reports to West Sussex County Council; and
- (e) a description of the manner in which the undertaker would propose to address excessive speeding identified through the monitoring.

(3) The authorised development must be carried out in accordance with the speed limit monitoring plan approved pursuant to sub-paragraph (1) unless otherwise agreed in writing with West Sussex County Council (in consultation with Surrey County Council and National Highways).

### **Tree balance statement**

**39.**—(1) On or before the ninth anniversary of the commencement of dual runway operations, a tree balance statement must be submitted to CBC for approval.

(2) The tree balance statement referred to in sub-paragraph (1) shall follow the methodology set out in section 2 of Appendix J of the tree survey report and arboricultural impact assessment, and must include—

- (a) the total number of trees that have been removed as part of the authorised development;
- (b) the total number of replacement trees that are required on the basis of the CBC tree replacement requirement; and
- (c) the total number of trees that have been provided as part of the authorised development.

(3) In the event that the tree balance statement identifies that the total number of trees that has been provided as part of the authorised development is less than that required by the application of the CBC Tree Replacement Requirement, the undertaker must pay the tree mitigation contribution to CBC within 60 days of the approval of the tree balance statement by CBC under sub-paragraph (1).

(4) In this requirement—

- (a) “CBC tree replacement requirement” means the number of replacement trees required on the basis of basis of the number as per paragraph (2)(a), calculated in accordance with the table in Policy CH6 (Tree Planting and Replacement Standards) of Crawley 2030: Crawley Borough Local Plan 2015-2030 (adopted on 16 December 2015); and

- (b) “tree mitigation contribution” means the sum calculated using the following formula, by reference to the approved Tree Balance Statement: (the number as per paragraph (2)(b) minus the number as per paragraph (2)(c)) multiplied by £700.

SCHEDULE 3

Articles 13, 16

Stopping Up of Streets and Private Means of Access & Provisions of  
New Streets and Private Means of Access

PART 1

STREETS TO BE STOPPED UP AND SUBSTITUTE STREETS AND NEW  
STREETS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
Sheet 2			
West Sussex County Council	-	-	Reference a1 the reclassified/realigned Gatwick Spur (including the South Terminal Flyover); formerly the M23 Spur, between the M23 Junction 9 Roundabout and the Airport Way approach to the west-facing slip roads of South Terminal Roundabout, for a distance of approximately 1.5km as shown on Sheet 2 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	M23 Spur Westbound	The existing highway within the area marked A2 for a distance of approximately 245m as shown on Sheet 2 of the rights of way and access plans, shown by black striped hatching.	Proposed new highway; Gatwick Spur Westbound Diverge, within the area marked a2 for a distance of approximately 420m as shown on Sheet 2 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	M23 Spur Eastbound	The existing highway within the area marked A3 for a distance of approximately 250m as shown on Sheet 2 of the rights of way and access plans, shown by black striped hatching.	Proposed new highway; Gatwick Spur Eastbound Merge, within the area marked a3 for a distance of approximately 330m as shown on Sheet 2 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council, Gatwick Airport	-	-	Reference a4 the realigned Ring Road South from the South Terminal Roundabout southbound to South Terminal, for a distance of approximately 85m as shown on Sheet 2 of the rights of way and access plans, shown by blue striped hatching.

West Sussex County Council	-	-	Reference a5, the realigned South Terminal Roundabout, for a circulatory carriageway distance of approximately 310m as shown on Sheet 2 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council, Gatwick Airport	-	-	Reference a6 the realigned Ring Road North from the South Terminal northbound to South Terminal Roundabout, for a distance of approximately 80m as shown on Sheet 2 of the rights of way and access plans, shown by blue striped hatching.
West Sussex County Council	Airport Way Westbound	The existing highway within the area marked A7 for a distance of approximately 40m as shown on Sheet 2 of the rights of way and access plans, shown by black striped hatching.	Proposed new highway; Airport Way Westbound Merge, within the area marked a7 for a distance of approximately 275m as shown on Sheet 2 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	Airport Way Eastbound	The existing highway within the area marked A8 for a distance of approximately 140m as shown on Sheet 2 of the rights of way and access plans, shown by black striped hatching.	Proposed new highway; Airport Way Eastbound Diverge, within the area marked a8 for a distance of approximately 265m as shown on Sheet 2 the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	-	-	Reference a9 the realigned Airport Way, between the Airport Way Rail Bridge and South Terminal Flyover, for a distance of approximately 245m as shown on Sheet 2 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	-	-	Reference a10 the realigned B2036 Balcombe Road for a distance of approximately 160m as shown on Sheet 2 of the rights of way and access plans, show by a blue striped hatching on Inset B.
Sheet 1			
West Sussex County Council	Airport Way	The existing highway within the area marked A11 for a distance of approximately 620m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching.	Proposed new highway; realigned Airport Way from the Airport Way Rail Bridge to the start of the proposed North Terminal Flyover Link, within the area marked a11 for a distance of approximately 525m as shown on Sheet 1 of the rights of way and access plans, shown by green striped hatching.

		The existing highway within the area marked A12 for a distance of approximately 175m as shown on Sheet 2 of the rights of way and access plans, shown by black striped hatching.	
West Sussex County Council	Airport Way	<p>The existing highway within the area marked A13 for a distance of approximately 200m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching.</p> <p>The existing highway within the area marked A14 for a distance of approximately 135m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching.</p> <p>The existing highway within the area marked A15 for a distance of approximately 15m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching.</p>	Proposed new highway; realigned Airport Way from Airport Way Westbound Diverge to North Terminal Roundabout, within the area marked a12 for a distance of approximately 425m as shown on Sheet 1 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	-	-	Reference a13 the realigned North Terminal Roundabout Segregated Lane, for a distance of approximately 195m as shown on Sheet 1 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council, Gatwick Airport	-	-	Reference a14 the realigned Gatwick Way from the priority junction with North Terminal Roundabout Segregated Lane to Perimeter Road North for a distance of approximately 165m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
West Sussex County Council, Gatwick Airport	-	-	Reference a15 the realigned Perimeter Road from Northway Road Tunnel Eastbound for a distance of approximately 270m as shown on Sheet 1 of the rights of way and access plans, shown by

			blue striped hatching.
West Sussex County Council, Gatwick Airport	-	-	Reference a16 the realigned North Terminal Approach Road from North Terminal Roundabout to North Terminal Airport for a distance of approximately 125m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
West Sussex County Council	North Terminal Roundabout	The existing circulator carriageway within the area marked A17 for a distance of approximately 140m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching.	Reference a17 the realigned/ improved North Terminal Roundabout; for a distance of approximately 265m, as shown on Sheet 1 the rights of way and access plans, shown by green striped hatching.
West Sussex County Council, Gatwick Airport	-	-	Reference a18 the realigned Northway on the approach to North Terminal Roundabout for a distance of approximately 60m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
West Sussex County Council, Gatwick Airport	-	-	Reference a19 the realigned Longbridge Way northwest of North Terminal Roundabout, for a distance of approximately 90m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
West Sussex County Council	A23 London Road Merge from North Terminal Roundabout	The existing highway within the area marked A20 for a distance of approximately 315m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching on Inset B.	Proposed new highway; North Terminal Link, within the area marked a20 for a distance of approximately 110m, as shown on Sheet 1 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	-	-	Proposed new highway; North Terminal Flyover Link from the realigned Airport Way Westbound to the merge on to A23 London Road, within the area marked a21 for a distance of approximately 650m as shown on Sheet 2 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council and Surrey County Council	-	-	Reference a22 the realigned A23 London Road including the proposed signal-controlled junction with North Terminal Link, Southeast of Longbridge Roundabout for a distance of

			approximately 1km as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
West Sussex County Council	-	-	Reference a23 the realigned and reconfigured A23 London Road Diverge to Airport Way Eastbound for a distance of approximately 695m as shown on Sheet 1 of the rights of way and access plans, shown by green striped hatching.
West Sussex County Council	A23 London Road Diverge to North Terminal Roundabout	The existing highway within the area marked A24 for a distance of approximately 185m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching on Inset B.	Proposed new highway; A23 London Road Northbound Left-in Diverge to North Terminal Roundabout, within the area marked a24 for a distance of approximately 380m as shown on Sheet 1 of the rights of way and access plans, shown by green striped hatching.
Surrey County Council	-	-	Reference a25 the realigned A23 Brighton Road Northeast of Longbridge Roundabout for a distance of approximately 220m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
West Sussex County Council and Surrey County Council	-	-	Reference a26 the realigned Longbridge Roundabout Segregated Left Turn Lane from A23 Brighton Road to A23 London Road for a distance of approximately 225m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
Surrey County Council	Longbridge Roundabout	The existing highway within the area marked A27 for a distance of approximately 80m as shown on Sheet 1 of the rights of way and access plans, shown by black striped hatching.	Proposed realigned/improved highway; Longbridge Roundabout, within the area marked a27 for a circulatory carriageway distance of approximately 215m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
Surrey County Council	-	-	Reference a28 the realigned A217 Northwest of Longbridge Roundabout for a distance of approximately 95m as shown on Sheet 1 of the rights of way and access plans, shown by blue striped hatching.
Surrey County Council	-	-	Reference a29 the realigned Povey Cross Road Southwest of Longbridge Roundabout for a distance of approximately 55m as shown on Sheet 1 of the rights of way and access plans, shown by



			blue striped hatching.
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## PART 2

### PRIVATE MEANS OF ACCESS TO BE STOPPED UP AND SUBSTITUTE PRIVATE MEANS AND NEW PRIVATE MEANS

<i>(1) Area</i>	<i>(2) Private means of access to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New private means of access to be substituted/provided</i>
Sheet 2			
Surrey County Council	Reference D1	The existing private means of access for the extents marked as D1 which is a private access off of Gatwick Spur (formerly M23 Spur) for a distance of approximately 10m on Sheet 2 of the rights of way and access plans shown by purple striped hatching.	The newly proposed private means of access for the extents marked as d1 which provides access to an existing Pond to the east of Peeks Brook Lane for a distance of approximately 230m on Sheet 2 of the rights of way and access plans shown by orange striped hatching.
Surrey County Council	-	-	The newly proposed private means of access for the extents marked as d2 which provides access to a proposed Pond to the east of B2036 Balcombe Road for a distance of approximately 85m on Sheet 2 of the rights of way and access plans shown by orange striped hatching.
West Sussex Country Council	-	-	The newly proposed private means of access for the extents marked as d3 which provides access to a proposed retaining wall to the east of South Terminal Roundabout for a distance of approximately 365m on Sheet 2 of the rights of way and access plans shown by orange striped hatching.

Sheet 1			
Surrey County Council	-	-	The modified existing private means of access for the extents marked as d4 which provides access to Car Park B for a distance of approximately 125m on Sheet 1 of the rights of way and access plans shown by orange striped hatching.
Surrey County Council	Reference D5	The existing private means of access for the extents marked as D5 which is a private access to the Holiday Inn off of A217 for a distance of approximately 5m on Sheet 1 of the rights of way and access plans shown by purple striped hatching.	The modified existing private means of access for the extents marked as d5 which provides access to Holiday Inn London – Gatwick Airport located west of the A217 for a distance of approximately 10m on Sheet 1 of the rights of way and access plans shown by orange striped hatching.
Surrey County Council	-	-	The modified existing private means of access for the extents marked as d6 which provides access to the farm located east of the A217 for a distance of approximately 55m on Sheet 1 of the rights of way and access plans shown by orange striped hatching.
Surrey County Council	-	-	The newly proposed private means of access for the extents marked as d7 which provides access to a proposed attenuation basin to the east of the A217 for a distance of approximately 20m and connects to private means of access d6 which runs east of the A217 on Sheet 1 of the rights of way and access plans shown by orange striped hatching.

## SCHEDULE 4

Articles 15, 22

### Public Rights of Way, Footways and Cycle Tracks to be Stopped Up

#### PART 1

#### PUBLIC RIGHTS OF WAY TO BE DIVERTED FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> Area	<i>(2)</i> Public right of way to be diverted	<i>(3)</i> Extent of stopping up	<i>(4)</i> New public right of way to be substituted
Sheet 2			
West Sussex County Council	Footpath 367Sy – Reference B1	The existing footpath for the extents marked as B1 for a distance of approximately 290m on Sheet 2 of the rights of way and access plans shown by a red dash-diamond line.	Proposed public footpath 367Sy for the extents marked as b1 for a distance of approximately 300m on Sheet 2 of the rights of way and access plans shown indicatively with a cyan dashed line.
Sheet 1			
West Sussex County Council	Footpath 346_2Sy – Reference B3	The existing footpath for the extents marked as B3 for a distance of approximately 100m on Sheet 1 of the rights of way and access plans shown by a red dash-diamond line.	Proposed public footpath 346_2Sy for the extents marked as b3 for a distance of approximately 95m on Sheet 1 of the rights of way and access plans shown indicatively with a cyan dashed line.

#### PART 2

#### PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> Area	<i>(2)</i> Public right of way to be stopped up	<i>(3)</i> Extent of stopping up
Sheet 1		
West Sussex County Council	Footpath 346_2Sy – Reference B2	The existing footpath for the extents marked as B2 for a distance

		of approximately 860m on Sheet 1 of the rights of way and access plans shown by a red dash-diamond line.
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**PART 3**  
**FOOTWAYS AND CYCLE TRACKS**

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of Footway/Cycle Track</i>
Sheet 2	
West Sussex County Council	Footway between the points marked c1 on Sheet 2 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 380m.
West Sussex County Council and Surrey County Council	Footway between the points marked c27 on Sheet 2 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 145m.
Surrey County Council	Footway between the points marked c28 on Sheet 2 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 5m.
Sheet 1	
West Sussex County Council	Shared-use cycle track between the points marked c2 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 405m.
West Sussex County Council	Shared-use cycle track between the points marked c3 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 45m.
West Sussex County Council	Shared-use cycle track between the points marked c4 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 45m.
West Sussex County Council	Shared-use cycle track between the points marked c5 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 185m.
West Sussex County Council	Shared-use cycle track between the points marked c6 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 75m.
West Sussex County Council	Footway between the points marked c7 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 50m.
West Sussex County Council	Segregated cycle track between the points marked c8 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 170m.
West Sussex County Council	Segregated cycle track between the points marked c9 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 45m.
West Sussex County Council	Segregated cycle track between the points marked c10 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 350m.
West Sussex County Council	Footway between the points marked c11 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 155m.

West Sussex County Council	Footway between the points marked c12 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 220m.
West Sussex County Council	Footway between the points marked c13 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 655m.
West Sussex County Council	Footway between the points marked c14 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 5m.
West Sussex County Council and Surrey County Council	Shared-use cycle track ramp between the points marked c15 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 120m.
West Sussex County Council and Surrey County Council	Shared-use cycle track between the points marked c16 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 255m.
West Sussex County Council	Segregated cycle track between the points marked c17 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 105m.
West Sussex County Council and Surrey County Council	Segregated cycle track between the points marked c18 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 70m.
Surrey County Council	Footway between the points marked c19 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 35m.
Surrey County Council	Segregated cycle track between the points marked c20 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 60m.
Surrey County Council	Shared-use cycle track between the points marked c21 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 60m.
Surrey County Council	Segregated cycle track between the points marked c22 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 100m.
Surrey County Council	Footway between the points marked c23 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 95m.
Surrey County Council	Footway between the points marked c24 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 55m.
Surrey County Council	Footway between the points marked c25 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 10m.
Surrey County Council	Footway between the points marked c26 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 20m.
West Sussex County Council	Footway between the points marked c29 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 5m.
West Sussex County Council	Footway between the points marked c30 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 10m.
West Sussex County Council	Shared-use cycle track between the points marked c31 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 50m.

West Sussex County Council and Surrey County Council	Shared-use cycle track between the points marked c32 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 15m.
Surrey County Council	Shared-use cycle track between the points marked c33 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 80m.
Surrey County Council	Shared-use cycle track between the points marked c34 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 10m.
Surrey County Council	Footway between the points marked c35 on Sheet 1 of the rights of way and access plans shown indicatively with a green solid hatch for a distance of approximately 5m.
Surrey County Council	Segregated cycle track between the points marked c36 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 15m.
West Sussex County Council and Surrey County Council	Segregated cycle track between the points marked c37 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 40m.
West Sussex County Council and Surrey County Council	Segregated cycle track between the points marked c38 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 10m.
Surrey County Council	Segregated cycle track between the points marked c39 on Sheet 1 of the rights of way and access plans shown indicatively with a pink solid hatch for a distance of approximately 10m.
West Sussex County Council	Shared-use cycle track between the points marked c40 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 10m.
West Sussex County Council	Shared-use cycle track between the points marked c41 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 5m.
West Sussex County Council	Shared-use cycle track between the points marked c42 on Sheet 1 of the rights of way and access plans shown indicatively with a blue solid hatch for a distance of approximately 70m.

## SCHEDULE 5

Article 17

### Classification of Roads

#### PART 1

#### NEW AND REALIGNED CLASSIFIED TRUNK ROADS

<i>(1)</i> <i>Highway Authority</i>	<i>(2)</i> <i>Extent of Road</i>
Sheet 2A	
National Highways	The realigned M23 Spur Westbound between point 1a and point 1b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans to be re-classified as an A Road (to be known as Gatwick Spur) for a length of approximately 1250m.
National Highways	The realigned Gatwick Spur /Airport Way Westbound between point 1b and point 1c as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 525m.
National Highways	The realigned Airport Way Eastbound between point 2a and point 2b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 520m.
National Highways	The realigned M23 Spur Eastbound between point 2b and point 2c as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans to be re-classified as an A Road (to be known as Gatwick Spur) for a length of approximately 1250m.
National Highways	The new proposed Gatwick Spur Westbound Diverge between point 3a and point 3b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 420m.
National Highways	The new proposed Gatwick Spur Eastbound Merge between point 4a and point 4b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 330m.
National Highways	The realigned South Terminal Roundabout (currently M23 Junction 9a) shown as point 7 on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans to be re-classified as an A Road for a length of approximately 310m.
National Highways	The new proposed Airport Way Westbound Merge between point 9a and point 9b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 275m.
National Highways	The new proposed Airport Way Eastbound Diverge between point 10a and point 10b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 265m.
Sheet 1A	
National Highways	The realigned Airport Way Westbound between point 1c and point 11a as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 525m.
National Highways	The new proposed North Terminal Flyover Link between point 11a and point 11b as shown on Sheet 1A of Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 650m.

National Highways	The realigned Airport Way Diverge to North Terminal Roundabout between point 12a and point 12b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 430m.
National Highways	The realigned North Terminal Roundabout Segregated Lane to North Terminal Approach between point 13a and point 13b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 220m.
National Highways	The realigned North Terminal Roundabout shown as point 18 on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 265m.
National Highways	The new proposed North Terminal Link between point 21a and point 21b on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 110m.
National Highways	The realigned A23 London Road Diverge to Airport Way Eastbound between point 22a and point 2a as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 610m.
National Highways	The proposed new A23 London Road Northbound Left-in Diverge to North Terminal Roundabout between point 24a and point 24b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 325m.

## PART 2

### NEW AND REALIGNED CLASSIFIED NON-TRUNK ROADS

<i>(1)</i> <i>Highway Authority</i>	<i>(2)</i> <i>Extent of Road</i>
Sheet 2A	
West Sussex County Council	The realigned B2036 Balcombe Road between point 5a and point 5b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 160m.
Sheet 1A	
West Sussex County Council	The realigned A23 London Road Northbound between point 23a and point 23b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 1155m.
Surrey County Council	The realigned A23 London Road Northbound between point 23b and point 25b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 10m.
Surrey County Council	The realigned A23 London Road Southbound between point 26a and point 26b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 10m.
West Sussex County Council	The realigned A23 London Road Southbound between point 26b and point 27b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 1150m.
Surrey County Council	The realigned Longbridge Roundabout shown as point 31 on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 210m.
Surrey County Council	The realigned A23 Brighton Road between point 28a and point 28b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 220m.



Surrey County Council	The realigned Longbridge Roundabout Segregated Left Turn Lane from A23 Brighton Road onto A23 London Road between point 29a and point 29b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 120m.
West Sussex County Council	The realigned Longbridge Roundabout Segregated Left Turn Lane from A23 Brighton Road onto A23 London Road between point 29b and point 30b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 90m.
Surrey County Council	The realigned A217 between point 32a and point 32b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 110m.
Surrey County Council	The realigned Povey Cross Road between point 33a and point 33b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 60m.

### PART 3

#### NEW AND REALIGNED UN-CLASSIFIED ROADS

<i>(1)</i> <i>Highway Authority</i>	<i>(2)</i> <i>Extent of Street</i>
Sheet 2A	
Gatwick Airport Limited	The realigned Ring Road South between point 6a and point 6b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 85m.
Gatwick Airport Limited	The realigned Ring Road North between point 8a and point 8b as shown on Sheet 2A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 80m.
Sheet 1A	
Gatwick Airport Limited	The realigned North Terminal Roundabout Segregated Lane to North Terminal Approach between point 13b and point 14b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 70m.
Gatwick Airport Limited	The realigned Gatwick Way between point 15a and point 15b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 165m.
Gatwick Airport Limited	The realigned Perimeter Road North between point 16a and point 16b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 270m.
Gatwick Airport Limited	The realigned North Terminal Approach Road between point 17a and point 17b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 125m.
Gatwick Airport Limited	The realigned Northway between point 19a and point 19b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 65m.
Gatwick Airport Limited	The realigned Longbridge Way between point 20a and point 20b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 90m.
Gatwick Airport Limited	The realigned Car Park B access road between point 34a and point 34b as shown on Sheet 1A of the Traffic Regulation Measures – Classification of Roads Plans for a length of approximately 125m.

**PART 4**  
**ROADS TO BE DE-TRUNKED**

<i>(1)</i> <i>Highway Authority</i>	<i>(2)</i> <i>Extent of Road</i>
Sheet 1A	
West Sussex County Council	Existing Merge Slip Road from North Terminal Roundabout to A23 London Road Northbound between point A1 and point A2 as shown on Sheet 1A in Inset A of the Traffic Regulation Measures – Classification of Roads Plans to be de-trunked for a length of approximately 135m.

**SCHEDULE 6**  
**Traffic Regulations**

Articles 18, 19

**PART 1**  
**SPEED LIMITS**

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Road</i>	<i>(3)</i> <i>Extent as shown on the Traffic Regulation Measures – Speed Limits Plans</i>	<i>(4)</i> <i>Speed Limits</i>
West Sussex County Council	Gatwick Spur Westbound	Between point 1a and point 1b as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 1470m.	Speed limit of 50mph
West Sussex County Council	Gatwick Spur Eastbound	Between point 2a and point 2b as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 1530m.	Speed limit of 50mph
West Sussex County Council	Gatwick Spur Westbound Diverge	Between point 3a and point 3b as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 160m.	Speed limit of 50mph
West Sussex County Council	Gatwick Spur Westbound Diverge	Between point 3b and point 5a as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 245m.	Speed limit of 40mph
West Sussex County Council, Surrey County Council	B2036 Balcombe Road	Between point 4a and point 4b as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 160m.	National Speed limit for a single carriageway road (60mph)
West Sussex County Council	Gatwick Spur Westbound Diverge	Between point 5a and point 5b as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 30m.	Speed limit of 30mph
West Sussex County Council	Gatwick Spur Eastbound Merge	Between point 6a and point 6b as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits	Speed limit of 30mph

		plans for a length of approximately 55m.	
West Sussex County Council	Gatwick Spur Eastbound Merge Slip Road	Between point 6b and point 7b as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 220m.	Speed limit of 40mph
West Sussex County Council	Gatwick Spur Eastbound Merge Slip Road	Between point 7b and point 8b as show on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 80m.	Speed limit of 50mph
West Sussex County Council, Gatwick Airport Limited	Ring Road South	Between point 9a and point 9b as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 100m.	Speed limit of 30mph
West Sussex County Council, Gatwick Airport Limited	Ring Road North	Between point 10a and point 10b as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 95m.	Speed limit of 30mph
West Sussex County Council	South Terminal Roundabout	Circulatory carriageway (point 11) as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 310m	Speed limit of 30mph
West Sussex County Council	Airport Way Westbound Merge Slip Road	Between point 12a and point 12b as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 245m.	Speed limit of 30mph
West Sussex County Council	Airport Way Westbound Merge Slip Road	Between point 12b and point 13b as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 45m.	Speed limit of 40mph
West Sussex County Council	Airport Way Eastbound Diverge Slip Road	Between point 14a and point 14b as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 60m.	Speed limit of 40mph

West Sussex County Council	Airport Way Eastbound Diverge Slip Road	Between point 14b and point 15b as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 220m.	Speed limit of 30mph
West Sussex County Council	Airport Way Westbound Diverge to North Terminal Roundabout	Between point 1b and point 16a as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 245m.	Speed limit of 40mph
West Sussex County Council	Airport Way Westbound and North Terminal Flyover Link	Between point 16a and point 16b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 1175m.	Speed limit of 40mph
West Sussex County Council	Airport Way Westbound Diverge to North Terminal Roundabout	Between point 17a and point 17b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 420m.	Speed limit of 40mph
West Sussex County Council	Airport Way Westbound Diverge to North Terminal Roundabout	Between point 17b and point 19a as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 10m.	Speed limit of 30mph
West Sussex County Council	Airport Way Eastbound	Between point 18b and point 2a as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 245m.	Speed limit of 40mph
West Sussex County Council	A23 London Road Diverge to Airport Way Eastbound	Between point 18a and point 18b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 610m.	Speed limit of 40mph
West Sussex County Council	Airport Way Westbound Diverge to North Terminal Roundabout	Between point 20a and point 20b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 155m.	Speed limit of 40mph

West Sussex County Council	North Terminal Roundabout Segregated Lane	Between point 20b and point 21b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 105m.	Speed limit of 30mph
West Sussex County Council, Gatwick Airport Limited	North Terminal Approach Road	Between point 22a and point 22b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 140m.	Speed limit of 30mph
West Sussex County Council, Gatwick Airport Limited	Gatwick Way	Between point 23a and point 23b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 175m.	Speed limit of 30mph
Gatwick Airport Limited	Perimeter Road North	Between point 24a and point 24b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 270m.	Speed limit of 30mph
West Sussex County Council	North Terminal Roundabout	Circulatory carriageway (point 25) as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 265m.	Speed limit of 30mph
West Sussex County Council, Gatwick Airport Limited	Northway	Between point 26a and point 26b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 80m.	Speed limit of 30mph
West Sussex County Council, Gatwick Airport Limited	Longbridge Way	Between point 27a and point 27b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 90m.	Speed limit of 30mph
West Sussex County Council	North Terminal Link	Between point 30a and point 30b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 100m.	Speed limit of 30mph

West Sussex County Council	North Terminal Link	Between point 30b and point 31b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 15m.	Speed limit of 40mph
West Sussex County Council	A23 London Road Northbound	Between point 32a and point 32b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 1125m.	Speed limit of 40mph
West Sussex County Council	A23 London Road Southbound	Between point 33a and point 33b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 1125m.	Speed limit of 40mph
West Sussex County Council	A23 London Road Northbound Left-in Diverge to North Terminal Roundabout	Between point 34a and point 34b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 220m.	Speed limit of 40mph
West Sussex County Council	A23 London Road Diverge Link to North terminal Roundabout	Between point 34b and point 35b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 115m.	Speed limit of 30mph
West Sussex County Council	A23 London Road Northbound	Between point 32b and point 36b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 30m.	Speed limit of 30mph
Surrey County Council	A23 London Road Northbound	Between point 36b and point 37b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 15m.	Speed limit of 30mph
Surrey County Council	A23 London Road Southbound	Between point 38a and point 38b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.	Speed limit of 30mph

West Sussex County Council	A23 London Road Southbound	Between point 38b and point 33a as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.	Speed limit of 30mph
Surrey County Council	A23 Brighton Road	Between point 39a and point 39b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 225m.	Speed limit of 30mph
Surrey County Council	Longbridge Roundabout Segregated Left Turn Lane from A23 Brighton Road to A23 London Road	Between point 40a and point 40b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 105m.	Speed limit of 30mph
West Sussex County Council	Longbridge Roundabout Segregated Left Turn Lane from A23 Brighton Road to A23 London Road	Between point 40b and point 41a as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 10m.	Speed limit of 30mph
West Sussex County Council	Longbridge Roundabout Segregated Left Turn Lane from A23 Brighton Road to A23 London Road	Between point 41a and point 41b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 90m.	Speed limit of 40mph
Surrey County Council	Longbridge Roundabout	Circulatory carriageway (point 42) as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 210m.	Speed limit of 30mph
Surrey County Council	A217	Between point 43a and point 43b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.	Speed limit of 40mph
Surrey County Council	A217	Between point 43b and point 44b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 95m.	Speed limit of 30mph



Surrey County Council	Povey Cross Road	Between point 45a and point 45b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 60m.	Speed limit of 30mph
West Sussex County Council, Gatwick Airport Limited	Car Park B access road	Between point 46a and point 46b as shown on Sheet 1A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 125m.	Speed limit of 30mph
West Sussex County Council	Gatwick Spur Westbound	Between point 1c and point 1a as shown on Sheet 2A of the Traffic Regulation Measures – Speed Limits plans for a length of approximately 60m.	Speed limit of 50mph

## PART 2

### TRAFFIC REGULATION MEASURES (CLEARWAYS, HEIGHT RESTRICTIONS AND PROHIBITIONS)

<i>(1) Area</i>	<i>(2) Road</i>	<i>(3) Extent as shown on the Traffic Regulation Order Plans</i>	<i>(4) Restrictions</i>
Sheet 2A			
West Sussex County Council	Gatwick Spur Westbound	Between point 1a and point 1b as show on Sheet 2A of the of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1770m.	Clearway (to include verges and hard strips)
West Sussex County Council	Gatwick Spur Eastbound	Between point 2a and point 2b as show on Sheet 2A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1770m.	Clearway (to include verges and hard strips)
West Sussex County Council	Gatwick Spur Westbound Diverge	Between point 3a and point 3b as show on Sheet 2A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately	Clearway (to include verges and hard strips)

		420m.	
West Sussex County Council	Gatwick Spur Eastbound Merge	Between point 4a and point 4b as show on Sheet 2A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 330m.	Clearway (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	Ring Road South	Between point 5a and point 5b as shown on Sheet 2A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 85m.	No Parking or Stopping at any time – double red line markings (to include verges and hard strips)
West Sussex County Council	South Terminal Roundabout	Point 6 as shown on Sheet 2A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 310m.	Clearway (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	Ring Road North	Between point 7a and point 7b as shown on Sheet 2A Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 80m.	No Parking or Stopping at any time – double red line markings (to include verges and hard strips)
West Sussex County Council	Airport Way Westbound Merge	Between point 8a and point 8b as shown on Sheet 2A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 275m.	Clearway (to include verges and hard strips)
West Sussex County Council	Airport Way Eastbound Diverge	Between point 9a and point 9b as shown on Sheet 2A of the of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 265m.	Clearway (to include verges and hard strips)
Sheet 1A			
West Sussex County Council	Airport Way Westbound	Between point 1b and point 12a as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a	Clearway (to include verges and hard strips)

		length of approximately 525m.	
West Sussex County Council	Airport Way Westbound Diverge to North Terminal Roundabout	Between point 10a and point 10b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 430m.	Clearway (to include verges and hard strips)
West Sussex County Council	A23 London Road Diverge to Airport Way Eastbound	Between point 11a and point 2a as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 610m.	Clearway (to include verges and hard strips)
West Sussex County Council	North Terminal Flyover	Between point 12a and point 12b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 650m.	Clearway (to include verges and hard strips)
West Sussex County Council	North Terminal Roundabout Segregated Lane	Between point 13a and point 13b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 215m.	Clearway (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	North Terminal Approach	Between point 14a and point 14b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 125m.	No Parking or Stopping at any time – double red line markings (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	Gatwick Way	Between point 15a and point 15b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 165m.	No Parking or Stopping at any time – double red line markings (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	Perimeter Road North	Between point 16a and point 16b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a	No Parking or Stopping at any time – double red line markings (to include verges and hard strips)

		length of approximately 260m.	
West Sussex County Council	North Terminal Roundabout	Point 17 as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 265m.	Clearway (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	Northway	Between point 18a and point 18b as shown on Sheet 1A of the Traffic Regulation Measures - Clearways and Prohibitions plans for a length of approximately 65m.	No Parking or Stopping at any time – double red line markings (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	Longbridge Way	Between point 19a and point 19b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 90m.	No Parking or Stopping at any time – double red line markings (to include verges and hard strips)
West Sussex County Council	North Terminal Link	Between point 20a and point 20b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 110m.	Clearway (to include verges and hard strips)
West Sussex County Council	A23 London Road Northbound	Between point 21a and point 21b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1030m.	Clearway (to include verges and hard strips)
West Sussex County Council	A23 London Road Southbound	Between point 22a and point 22b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1030m.	Clearway (to include verges and hard strips)
West Sussex County Council	A23 London Road Northbound Left-in Diverge to North Terminal Roundabout	Between point 23a and point 23b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately	Clearway (to include verges and hard strips)

		325m.	
West Sussex County Council, Gatwick Airport Limited	North Terminal Approach	Between point 14a and point 14b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 125m.	Height restriction (4.8m) beneath Inter Terminal Transit Shuttle Viaduct Structure
West Sussex County Council, Gatwick Airport Limited	Gatwick Way Northbound	Between point 24a and point 14b as shown on Sheet 1A of the Traffic Regulation Measures - Clearways and Prohibitions plans for a length of approximately 320m.	Height restriction (4.5m) beneath Inter Terminal Transit Shuttle Viaduct Structure
West Sussex County Council	A23 London Road southbound / North Terminal Link Signal-Controlled Junction	Point 25 as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans.	No right turn from A23 London Road southbound to North Terminal Link
West Sussex County Council	A23 London Road northbound / North Terminal Link Signal-Controlled Junction	Point 26 as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans.	No left turn from A23 London Road northbound to North Terminal Link
West Sussex County Council, Gatwick Airport Limited	Car Park B access road	Between point 27a and point 27b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 125m.	No Waiting or Loading at any time double yellow line markings (to include verges and hard strips)
West Sussex County Council, Gatwick Airport Limited	Car Park B access road	Between point 27a and point 27b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 125m.	Height restriction (3.9m) beneath the Airport Way Rail Bridge
West Sussex County Council	Gatwick Way Priority Junction with North Terminal Routh Segregated Lane	Point 28 as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans.	No right turn from Gatwick Way to North Terminal Roundabout Segregated Lane
Surrey County Council	Povey Cross Road Eastbound	Between point 29a and point 29b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 60m.	No Waiting at any time - double yellow lines (to include verges and hard strips)

Surrey County Council	Povey Cross Road Westbound	Between point 30a and point 30b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 40m.	No Waiting at any time - double yellow lines (to include verges and hard strips)
Surrey County Council	Woodroyd Avenue Northbound	Between point 31a and point 31b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 80m.	No Waiting at any time - double yellow lines (to include verges and hard strips)
Surrey County Council	A23 Brighton Road Westbound	Between point 32a and point 32b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 45m.	No Waiting at any time - double yellow lines (to include verges and hard strips)
Surrey County Council	Woodroyd Avenue Southbound	Between point 33a and point 33b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 25m.	No Waiting at any time - double yellow lines (to include verges and hard strips)
Surrey County Council	Woodroyd Avenue Southbound	Between point 34a and point 34b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 45m.	No Waiting at any time - double yellow lines (to include verges and hard strips)
Surrey County Council	Church Walk Northbound	Between point 35a and point 33b as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 60m.	No Waiting at certain times - single yellow line (to include verges and hard strips)
Surrey County Council	Church Walk Southbound	Between point 36a and point 34a as shown on Sheet 1A of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 60m.	No Waiting at certain times - single yellow line (to include verges and hard strips)

## PART 3

### REVOCATIONS & VARIATIONS OF EXISTING TRAFFIC REGULATION ORDERS

<i>(1)</i> Area	<i>(2)</i> Road	<i>(3)</i> Title of Order	<i>(4)</i> Revocations or Variations
Existing Traffic Regulation Order: Speed limit			
West Sussex County Council	Existing M23 Spur (Gatwick Spur) westbound carriageway	The M23 Motorway (Gatwick Spur) (50 Miles Per Hour Speed Limit) Regulations 2020(a)	Speed Limit order of 50mph to be revoked for the existing M23 Spur between point 1A and point 5B as shown on Sheet 2 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 1210m.
West Sussex County Council	Existing South Terminal Roundabout	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit Order 2011(b) referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing South Terminal Roundabout carriageway, shown as point 11 on Sheet 2 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 310m.
West Sussex County Council	Existing Ring Road South	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way	Speed Limit order of 50mph to be revoked for the existing Ring Road South carriageway between point 9A and point 9C as shown on Sheet 2 of the Existing Traffic Regulation Measures

(a) S.I. 2020/721.

(b) S.I. 2011/2027.

		Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	– Speed Limits plans for a length of approximately 50m.
West Sussex County Council	Existing Ring Road North	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing Ring Road North carriageway between point 10C and point 10B as shown on Sheet 2 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 10m.
West Sussex County Council	Existing Airport Way Eastbound carriageway between South Terminal and North Terminal	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing Airport Way eastbound carriageway between point 47A and point 15B as shown on Sheets 2 and 3 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 1290m.
West Sussex County Council	Existing Airport Way Westbound carriageway between South Terminal and North Terminal	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way)	Speed Limit order of 50mph to be revoked for the existing Airport Way westbound carriageway between point 12A and point



		between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	19A as shown on Sheets 2 and 3 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 1290m.
West Sussex County Council	Existing segregated lane from Airport Way westbound to North Terminal Approach	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing segregated lane from Airport Way westbound to North Terminal Approach between point 20A and point 21B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 130m.
West Sussex County Council	Existing North Terminal Roundabout	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing North Terminal Roundabout carriageway, shown as point 25 on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 220m.
West Sussex County Council	Existing Gatwick Way	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit)	Speed Limit order of 50mph to be revoked for the existing Gatwick Way

		Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	carriageway between point 23A and point 23C as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.
West Sussex County Council	Existing North Terminal Approach	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing North Terminal Approach carriageway between point 22A and point 22C as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.
West Sussex County Council	Existing Northway	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing Northway carriageway between point 26C and point 26B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.

West Sussex County Council	Existing Longbridge Way	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (i) both carriageways of the A23 (Airport Way) between the North Terminal Roundabout (Airport Way Roundabout West) and the South Terminal roundabout (Airport Way Roundabout East) at Gatwick Airport, including both roundabouts, a total distance of approximately 1300 meters;	Speed Limit order of 50mph to be revoked for the existing Longbridge Way carriageway between point 27C and point 27B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 30m.
West Sussex County Council	Existing slip road from North Terminal Roundabout to A23 London Road Northbound	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (ii) the slip roads leading from the North Terminal roundabout to the northbound carriageway of the A23 (London Road);	Speed Limit order of 50mph to be revoked for the existing slip road from A23 London Road northbound to North Terminal Roundabout between point 30A and point 31B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 280m.
West Sussex County Council	Existing slip road from A23 London Road Northbound to North Terminal Roundabout	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per Hour Speed Limit) Order 2011 referring to: (iii) the slip road leading from the northbound carriageway of the A23 (London Road) to the North Terminal roundabout; and	Speed Limit order of 50mph to be revoked for the existing slip road from A23 London Road northbound to North Terminal Roundabout between point 34A and point 35B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 260m.
West Sussex County Council	Existing A23 London Road Diverge to Airport Way	The A23 Trunk Road (Airport Way, Gatwick Airport) 50 miles Per	Speed Limit order of 50mph to be revoked for the existing A23

	Eastbound	Hour Speed Limit) Order 2011 referring to: (iv) the slip road leading to the eastbound carriageway of Airport Way from the southbound carriageway of the A23 (London Road).	London Road Diverge to Airport Way Eastbound carriageway between point 18A and point 18B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 470m.
West Sussex County Council, Surrey County Council	Existing B2036 Balcombe Road	Order not cited.	Speed Limit order of 60mph for the existing B2036 Balcombe Road carriageway is to be varied between point 4A and point 4B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 160m.
West Sussex County Council	Existing A23 London Road northbound	Order not cited.	Speed Limit order of 30mph to be revoked for the existing A23 London northbound carriageway between point 36B and point 32B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 30m.
West Sussex County Council	Existing A23 London Road northbound	Order not cited.	Speed Limit order of 50mph to be revoked for the existing A23 London Road northbound carriageway between point 32A and point 32B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 1130m.
West Sussex County Council	Existing A23 London Road southbound	Order not cited.	Speed Limit order of 30mph to be revoked

			for the existing A23 London Road southbound carriageway between point 38B and point 33A as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.
West Sussex County Council	Existing A23 London Road southbound	Order not cited.	Speed Limit of 50mph order to be revoked for the existing A23 London Road southbound carriageway between point 33A and point 33B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 1130m.
West Sussex County Council	Existing A23 Brighton Road Segregated Left Turn Lane onto A23 London Road southbound <sup>3</sup>	Order not cited.	Speed Limit order of 30mph to be revoked for the existing A23 Brighton Road Segregated Left Turn Lane onto A23 London Road southbound carriageway between point 40B and point 41A as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.
West Sussex County Council	Existing A23 Brighton Road Segregated Left Turn Lane onto A23 London Road southbound <sup>5</sup>	Order not cited.	Speed Limit order of 50mph to be revoked for the existing A23 Brighton Road Segregated Left Turn Lane onto A23 London Road southbound carriageway between point 41A and point 41B as shown on Sheet 1 of the Existing Traffic

			Regulation Measures – Speed Limits plans for a length of approximately 30m.
Surrey County Council	Existing A23 London Road northbound	Order not cited.	Speed Limit order of 30mph to be revoked for the existing A23 London Road northbound carriageway between point 37B and point 36B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 10m.
Surrey County Council	Existing A23 London Road southbound	Order not cited.	Speed Limit order of 30mph to be revoked for the existing A23 London Road southbound carriageway between point 38A and point 38B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.
Surrey County Council	Existing Longbridge Roundabout	Order not cited.	Speed Limit order of 30mph to be revoked for the existing Longbridge Roundabout carriageway, shown as point 42 on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 170m.
Surrey County Council	Existing A23 Brighton Road	Order not cited.	Speed Limit order of 30mph to be revoked for the existing A23 Brighton Road carriageway between point 39A and point 39B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans

			for a length of approximately 230m.
Surrey County Council	Existing A23 Brighton Road Segregated Left Turn Lane onto A23 London Road southbound	Order not cited.	Speed Limit order of 30mph to be revoked for the existing A23 Brighton Road Segregated Left Turn Lane onto A23 London Road southbound carriageway between point 40A and point 40B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 60m.
Surrey County Council	Existing Povey Cross	Order not cited.	Speed Limit order of 30mph to be revoked for the existing Povey Cross southbound carriageway between point 45A and point 45B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 70m.
Surrey County Council	Existing A217	Order not cited.	Speed Limit order of 40mph to be revoked for the existing A217 carriageway between point 43A and point 43B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 20m.
Surrey County Council	Existing A217	Order not cited.	Speed Limit order of 30mph to be revoked for the existing A217 carriageway between point 43B and point 44B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of

			approximately 110m.
West Sussex County Council, Gatwick Airport Limited	Existing Ring Road South	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing Ring Road South carriageway between point 9C and point 9B as shown on Sheet 2 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 50m.
West Sussex County Council, Gatwick Airport Limited	Existing Ring Road North	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing Ring Road North carriageway between point 10A and point 10C as shown on Sheet 2 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 80m.
West Sussex County Council, Gatwick Airport Limited	Existing Gatwick Way	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing Gatwick Way carriageway between point 23C and point 23B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 180m.
Gatwick Airport Limited	Existing Perimeter Road	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing Perimeter Road carriageway between point 24A and point 24B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 260m.



West Sussex County Council, Gatwick Airport Limited	Existing North Terminal Approach	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing North Terminal Approach carriageway between point 22C and point 22B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 130m.
West Sussex County Council, Gatwick Airport Limited	Existing Northway	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing Northway carriageway between point 26A and point 26C as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 80m.
West Sussex County Council, Gatwick Airport Limited	Existing Longbridge Way	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing Longbridge Way carriageway between point 27A and point 27C as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 70m.
Gatwick Airport Limited	Existing Car Park B access road	The Gatwick Airport Road Network Speed Limit Restrictions Order 2013: Length of road upon which a 30mph Speed Limit Restriction is required;	Speed Limit order of 30mph to be revoked for the existing Car Park B access road carriageway between point 46A and point 46B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Speed Limits plans for a length of approximately 130m.
Existing Traffic Regulation Order: Waiting/ Loading/ Parking/ Clearway			

West Sussex County Council	Existing Airport Way Eastbound carriageway between South Terminal and North Terminal	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (i) both carriageways of the dual section of Gatwick Link Road between Gatwick Roundabout West and Gatwick Roundabout East;	Clearway order to be revoked for the existing Airport Way eastbound carriageway between point 28A and point 9B as shown on Sheets 1 and 2 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1260m.
West Sussex County Council	Existing Airport Way Westbound carriageway between South Terminal and North Terminal	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (i) both carriageways of the dual section of Gatwick Link Road between Gatwick Roundabout West and Gatwick Roundabout East;	Clearway order to be revoked for the existing Airport Way eastbound carriageway between point 8A and point 10B as shown on Sheets 1 and 2 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1260m.
West Sussex County Council	Existing South Terminal Roundabout	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (ii) the carriageways of Gatwick Roundabout West and Gatwick Roundabout East;	Clearway order to be revoked for the existing South Terminal Roundabout carriageway, point 6 as shown on Sheet 2 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 310m.
West Sussex County Council	Existing North Terminal Roundabout	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (ii) the carriageways of Gatwick Roundabout West and Gatwick Roundabout East;	Clearway order to be revoked for the existing North Terminal Roundabout carriageway, point 17 as shown on Sheet 1 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of

			approximately 220m.
West Sussex County Council	Existing slip road from North Terminal Roundabout to A23 London Road Northbound	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (iii) the slip road extending from Gatwick Roundabout West and joining the north-west bound (London-bound) carriageway of the A23 Trunk Road at a point 205 meters north of that roundabout;	Clearway order to be revoked for the existing slip road from North Terminal Roundabout to A23 London Road Northbound between point 20A and point 20B as shown on Sheet 1 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 270m.
West Sussex County Council	Existing slip road from A23 London Road Northbound to North Terminal Roundabout	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (iv) the slip road extending from the north-west bound (London-bound) carriageway of the A23 Trunk Road at a point 215 meters east of the Gatwick Roundabout West to that roundabout;	Clearway order to be revoked for the existing slip road from A23 London Road Northbound to North Terminal Roundabout between point 23A and point 23B as shown on Sheet 1 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 260m.
West Sussex County Council	Existing A23 London Road Diverge to Airport Way Eastbound	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (v) the slip road extending from the southbound (Brighton-bound) carriageway of the A23 Trunk Road at a point 675 meters west of the point where the Gatwick Link Road crosses the Western boundary of the London-Brighton Railway line to its junction with the Gatwick Link Road at a point 151 meters west of that point;	Clearway order to be revoked for the existing A23 London Road Diverge to Airport Way Eastbound carriageway between point 11A and point 11B as shown on Sheet 1 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 460m.

West Sussex County Council	Existing Hard shoulder of the existing Airport Way Eastbound carriageway between South Terminal and North Terminal	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (vi) the hard shoulders alongside both carriageways of the dual section of Gatwick Link Road between Gatwick Roundabout West and Gatwick Roundabout East.	Clearway order to be revoked for the hard shoulder of the existing Airport Way Eastbound carriageway between point 28A and point 9B as shown on Sheets 1 and 2 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1260m.
West Sussex County Council	Existing Hard shoulder of the existing Airport Way Westbound carriageway between South Terminal and North Terminal	The A23 London Brighton Trunk Road (Prohibition of Waiting) (Clearways) Order 1977 referring to: (vi) the hard shoulders alongside both carriageways of the dual section of Gatwick Link Road between Gatwick Roundabout West and Gatwick Roundabout East.	Clearway order to be revoked for the hard shoulder of the existing Airport Way eastbound carriageway between point 8A and point 10B as shown on Sheets 1 and 2 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1260m.
West Sussex County Council	Existing A23 London Road northbound between the bridge over the River Mole and Airport Way bridge over A23 London Road	Order not cited.	Clearway order to be revoked for the existing A23 London Road northbound carriageway between point 21A and point 21B as shown on Sheet 1 of the Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 1030m.
West Sussex County Council	Existing A23 London Road southbound between the bridge over the River Mole and Airport Way bridge over A23 London Road	Order not cited.	Clearway order to be revoked for the existing A23 London Road southbound carriageway between point 22A and point 22B as shown on Sheet 1 of the Traffic Regulation Measures –

			Clearways and Prohibitions plans for a length of approximately 1030m.
Existing Traffic Regulation Order: Waiting/ Loading/ Parking/ Clearway			
West Sussex County Council, Gatwick Airport Limited	Existing Ring Road South	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic Regulation Order 2021: No Parking or Stopping at any time – double red line markings;	No Parking or Stopping at any time order to be revoked for the existing Ring Road South carriageway between point 5A and point 5B as shown on Sheet 2 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 90m.
West Sussex County Council, Gatwick Airport Limited	Existing Ring Road North	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic Regulation Order 2021: No Parking or Stopping at any time – double red line markings;	No Parking or Stopping at any time order to be revoked for the existing Ring Road North carriageway between point 7A and point 7B as shown on Sheet 2 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 90m.
West Sussex County Council, Gatwick Airport Limited	Existing Gatwick Way	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic Regulation Order 2021: No Parking or Stopping at any time – double red line markings;	No Parking or Stopping at any time order to be revoked for the existing Gatwick Way carriageway between point 15A and point 15B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 180m.
Gatwick Airport Limited	Existing Perimeter Road	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic	No Parking or Stopping at any time order to be revoked for the existing

		Regulation Order 2021: No Parking or Stopping at any time – double red line markings;	Perimeter Road carriageway between point 16A and point 16B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 260m.
West Sussex County Council, Gatwick Airport Limited	Existing North Terminal Approach	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic Regulation Order 2021: No Parking or Stopping at any time – double red line markings;	No Parking or Stopping at any time order to be revoked for the existing North Terminal Approach carriageway between point 14A and point 14B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 130m.
West Sussex County Council, Gatwick Airport Limited	Existing Northway	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic Regulation Order 2021: No Parking or Stopping at any time – double red line markings;	No Parking or Stopping at any time order to be revoked for the existing Northway carriageway between point 18A and point 18B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 80m.
West Sussex County Council, Gatwick Airport Limited	Existing Longbridge Way	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic Regulation Order 2021: No Parking or Stopping at any time – double red line markings;	No Parking or Stopping at any time order to be revoked for the existing Longbridge Way carriageway between point 19A and point 19B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans

			for a length of approximately 100m.
Gatwick Airport Limited	Existing Car Park B access road	The Gatwick Airport Road Network Waiting/ Loading/ Parking/ Clearway Traffic Regulation Order 2021: No Waiting or Loading at any time – double yellow line markings;	No Waiting or Loading at any time order to be revoked for the existing Car Park B access road carriageway between point 27A and point 27B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 130m.
Surrey County Council	Existing Povey Cross Road Eastbound	Order not cited.	No waiting at any time order to be revoked for the existing Povey Cross Road eastbound carriageway between point 29A and point 29B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 65m.
Surrey County Council	Existing Povey Cross Road Westbound	Order not cited.	No waiting at any time order to be revoked for the existing Povey Cross Road westbound carriageway between point 30A and point 30B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 40m.
Surrey County Council	Existing Woodroyd Avenue Northbound	Order not cited.	No waiting at any time order to be revoked for the existing Woodroyd Avenue northbound carriageway between point 31A and point 31B as shown on

			Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 80m.
Surrey County Council	Existing A23 Brighton Road Westbound	Order not cited.	No waiting at any time order to be revoked for the existing A23 Brighton Road westbound carriageway between point 32A and point 32B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 95m.
Surrey County Council	Existing Woodroyd Avenue Southbound	Order not cited.	No waiting at any time order to be revoked for the existing Woodroyd Avenue southbound carriageway between point 33A and point 33B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 25m.
Surrey County Council	Existing Woodroyd Avenue Southbound	Order not cited.	No waiting at any time order to be revoked for the existing Woodroyd Avenue southbound carriageway between point 34A and point 34B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 45m.
Surrey County Council	Existing Church Walk Northbound	Order not cited.	No waiting at certain times order to be revoked for the existing Church



			Walk northbound carriageway between point 35A and point 33B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 60m.
Surrey County Council	Existing Church Walk Southbound	Order not cited.	No waiting at certain times order to be revoked for the existing Church Walk southbound carriageway between point 36A and point 34A as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 60m.
Existing Traffic Regulation Order: Height and Weight			
West Sussex County Council, Gatwick Airport Limited	Existing Gatwick Way	Order not cited.	Height Restriction of 4.5m is to be revoked for the existing Gatwick Way carriageway between point 24A and point 14B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 315m.
West Sussex County Council, Gatwick Airport Limited	Existing North Terminal Approach	Order not cited.	Height Restriction of 4.8m is to be revoked for the existing North Terminal Approach carriageway between point 14A and point 14B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of

			approximately 140m.
Gatwick Airport Limited	Car Park B access road	The Gatwick Airport Road Network Height and Weight Restrictions Order 2013: Length of Road upon which a Height Restriction is required;	Height Restriction of 3.9m is to be revoked for the existing Car Park B access road carriageway between point 27A and point 27B as shown on Sheet 1 of the Existing Traffic Regulation Measures – Clearways and Prohibitions plans for a length of approximately 130m.

## SCHEDULE 7

Article 28

### Land in Which Only New Rights etc. May be Acquired

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>
1/001, 1/002, 1/003, 1/005, 1/006, 1/010, 1/011, 1/012, 1/014, 1/015, 1/017, 1/019, 1/021, 1/022, 1/023, 1/028, 1/029, 1/031, 1/034, 1/035, 1/037, 1/040, 1/043, 1/044, 1/045, 1/048, 1/049, 1/050, 1/051, 1/052, 1/054, 1/055, 1/056, 1/058, 1/060, 1/062, 1/063, 1/065, 1/066, 1/068, 1/075, 1/076, 1/077, 1/078, 1/081, 1/085, 1/086, 1/088, 1/089, 1/092, 1/097	To construct, operate, maintain and use Work No. 36 (North Terminal Junction improvements) and Work No. 37 (Longbridge Roundabout Junction improvements) and to construct, operate, maintain, use, inspect and alter any protective works, access works, utility apparatus or other ancillary or related development (as set out in Schedule 1 (authorised development)) in connection therewith.
1/007	To construct, operate, maintain and use Work No. 37 (Longbridge Roundabout Junction improvements) and Work No. 40 (works associated with land to the north east of Longbridge Roundabout) and to construct, operate, maintain, use, inspect and alter any protective works, access works, utility apparatus or other ancillary or related development (as set out in Schedule 1 (authorised development)) in connection therewith.
1/036, 1/093, 1/138, 1/164, 1/172, 1/205, 1/212, 1/226, 1/232, 1/233, 1/234, 1/235, 1/239, 1/242, 1/242A, 1/246, 1/251, 1/254, 1/258, 1/283, 1/286, 1/296	To construct, operate, maintain and use Work No. 34 (replacement open space at Car Park B), Work No. 35 (South Terminal Junction improvements), Work No. 36 (North Terminal Junction improvements) and Work No. 37 (Longbridge Roundabout Junction improvements) and to construct, operate, maintain, use, inspect and alter any protective works, access works, utility apparatus or other ancillary or related development (as set out in Schedule 1 (authorised development)) in connection therewith.
4/461, 4/467, 4/468, 4/474, 4/474B, 4/474C, 4/477, 4/478, 4/479, 4/480, 4/481, 4/485, 4/486, 4/489, 4/493, 4/496, 4/497, 4/502, 4/539	To construct, operate, maintain and use Work No. 35 (South Terminal Junction improvements), Work No. 36 (North Terminal Junction improvements) and Work No. 25 (upgrade South Terminal forecourt including access roads) and to construct, operate, maintain, use, inspect and alter any protective works, access works, utility apparatus or other ancillary or related development (as set out in Schedule 1 (authorised development)) in connection therewith.
1/315, 1/319	To construct, operate, maintain, use, inspect and alter any protective works, access works, utility apparatus or other ancillary or related

	development (as set out in Schedule 1 (authorised development)) in connection with the authorised development and in particular Work No. 4(c) (extend Taxiway Lima westward).
4/550	To construct, operate, maintain, use, inspect and alter any protective works, access works, utility apparatus or other ancillary or related development (as set out in Schedule 1 (authorised development)) in connection with the authorised development and in particular Work No. 41 (ecological area at Pentagon Field).

## Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights and Imposition of Restrictive Covenants

### Compensation enactments

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

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

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 5—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

3.—(1) Without limiting paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act, after “if” substitute—

- “(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act;
- (b) the acquiring authority is subsequently required by a determination under paragraph 13 of Schedule 2A to the 1965 Act (as substituted by paragraph 10 of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the Gatwick Airport (Northern Runway Project) Development Consent 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 subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”.

### Application of the 1965 Act

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

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

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(a) 1973 c. 26.

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

**5.** 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.”

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

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

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

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

**8.** Section 20 (protection for interests of tenants at will, etc.)(d) 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.

**9.** Section 22 (interests omitted from purchase) of the 1965 Act is 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.

**10.** For Schedule 2A of the 1965 Act substitute—

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- (a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No.1) and S.I. 2009/1307.
  - (b) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).
  - (c) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
  - (d) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

## “SCHEDULE 2A COUNTER-NOTICE REQUIRING PURCHASE OF LAND

### **Introduction**

1. This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 34 (application of the 1981 Act and modification of the 2017 Regulations) of the Gatwick Airport (Northern Runway Project) Development Consent Order 202[ ] in respect of the land to which the notice to treat relates.

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

### **Counter-notice requiring purchase of land**

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

### **Response to counter-notice**

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the acquiring authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

8. If the acquiring authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the acquiring authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

### **Determination by Upper Tribunal**

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the 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.

**12.** If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

**13.** If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

**14.—(1)** If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

#### **Application of the 2017 Regulations**

**11.** References in Schedule 1 to the 2017 Regulations to land are, in the appropriate contexts, to be read (according to the requirements of the context) as referring to, or as including references to—

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



## Protective Provisions

## PART 1

## FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWAGE UNDERTAKERS

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

2. In this Part of this Schedule—

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

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a)), belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 of the Gas Act 1986(b) for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the undertaker under the Water Industry Act 1991(c); and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal of works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at a future date) of that Act,

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;

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(a) 1989 c. 29.

(b) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

(c) 1991 c. 56.

- (c) a water undertaker within the meaning of the Water Industry Act 1991; and
  - (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,
- for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

### **On street apparatus**

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

### **Apparatus in stopped up public rights of way**

4.—(1) Where any public right of way is stopped up under article 15 (public rights of way – creation, diversion and stopping up), any utility undertaker whose apparatus is in the land in which the public right of way subsists has the same powers and rights in respect of that apparatus in the land in which the public right of way subsists as it enjoyed immediately before the stopping up and the undertaker must grant to the utility undertaker legal easements reasonably satisfactory to the utility undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the utility undertaker to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 9.

(2) Regardless of the temporary alteration, diversion or restriction of any street under the powers conferred by article 14 (temporary closure of streets), a utility undertaker is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.

### **Protective works to buildings**

5. The undertaker, in the case of the powers conferred by article 23 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

### **Acquisition of land**

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

### **Removal of apparatus**

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan 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 must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 54 (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 54 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

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

(7) If the utility undertaker fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved, provided that the undertaker has first taken all reasonable steps to contact the relevant representatives of the utility undertaker in order to elicit such a response.

(8) Any deemed approval under sub-paragraph (7) does not extend to the actual undertaking of the removal works, which remains the sole responsibility of the utility undertaker or its contractors.

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

**8.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance by the utility undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker or in default of agreement settled by arbitration in accordance with article 54 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the arbitrator will—

- (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 which may be required to prevent interference with the 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 on the land 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**

**9.**—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

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

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

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

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

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

### **Expenses and costs**

**10.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2).

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

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

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was 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 54 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount

which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

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

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

**11.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

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

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

(2) The fact that any act or thing may have been done by a utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility undertaker or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless a utility undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

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

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

## **Cooperation**

**12.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 7(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking and each utility undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

**13.** Where, under this Part, the utility undertaker is required to give its consent or approval in respect of any matter, that consent or approval must not be unreasonably withheld or delayed.

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

**PART 2**  
**FOR THE PROTECTION OF OPERATORS OF ELECTRONIC**  
**COMMUNICATIONS CODE NETWORKS**

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

2. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003;

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

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

“electronic communications code network” means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

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

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

3. The exercise of the powers conferred by article 41 (statutory undertakers) is subject to Part 10 (undertaker’s works affecting electronic communications apparatus) of the electronic communications code.

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

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

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

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

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 54 (arbitration).

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<sup>(a)</sup> See section 106.

(5) This Part of this Schedule does not apply to—

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

(6) In respect of the acquisition of rights under or over or use of the utility undertaker's property, the utility undertaker must co-operate with the undertaker with a view to avoiding undue delay

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



## PART 3

### FOR THE PROTECTION OF NATIONAL HIGHWAYS

#### **Application etc.,**

1.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000 and the 2015 Regulations shall continue to apply in respect of the exercise of all of National Highways' statutory functions.

#### **Interpretation**

2.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Part of this Schedule—

“as built information” means one electronic copy of the following information—

- (a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with DMRB GG 184 (Specification for the use of Computer Aided Design) or any successor document;
- (b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);
- (c) product data sheets and technical specifications for all materials used;
- (d) as constructed information for any utilities discovered or moved during the works;
- (e) method statements for the works carried out;
- (f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;
- (g) organisation and methods manuals for all products used;
- (h) as constructed programme;
- (i) test results and records as required by the detailed design information and during construction phase of the project;
- (j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;
- (k) the health and safety file; and
- (l) such other information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's *Asset Data Management Manual* as is in operation at the relevant time.

“the bond sum” means the sum equal to 200% of the cost of the carrying out the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;

“the cash surety” means the sum agreed between the undertaker and National Highways;

“commuted sum” means such sum calculated as provided for in paragraph 16 of this Part of this Schedule to be used to fund the future cost of maintaining any new National Highways assets or structures or apparatus provided under the Order;

“condition survey” means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the specified works;

“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

“defects period” means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

“detailed design information” means such of the following drawings specifications and calculations as are relevant to the development—

- (a) site clearance details;
- (b) boundary, environmental and mitigation fencing;
- (c) road restraints systems and supporting road restraint risk appraisal process assessment;
- (d) drainage and ducting as required by DMRB CD 535 (Drainage asset data and risk management) and DMRB CS 551 (Drainage surveys);
- (e) earthworks including supporting geotechnical assessments required by DMRB CD 622 (Managing geotechnical risk) and any required strengthened earthworks appraisal form certification;
- (f) pavement, pavement foundations, kerbs, footways and paved areas;
- (g) traffic signs and road markings;
- (h) traffic signal equipment and associated signal phasing and timing detail;
- (i) road lighting (including columns and brackets);
- (j) regime of California Bearing Ratio testing;
- (k) electrical work for road lighting, traffic signs and signals;
- (l) motorway communications as required by DMRB;
- (m) highway structures and any required structural approval in principle;
- (n) landscaping;
- (o) proposed departures from DMRB standards;
- (p) walking, cycling and horse riding assessment and review report;
- (q) stage 1 and stage 2 road safety audits and exceptions agreed;
- (r) utilities diversions;
- (s) topographical survey;
- (t) maintenance and repair strategy in accordance with DMRB GD 304 (Designing health and safety into maintenance) or any replacement or modification of it;
- (u) health and safety information including any asbestos survey required by DMRB GG 105 (Asbestos management) or any successor document; and
- (v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

“DBFO contract” means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order limits or any successor or replacement contract that may be current at the relevant time;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“final certificate” means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 14;

“the health and safety file” means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction

(Design and Management) Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

“highway operations and maintenance contractor” means the contractor appointed by National Highways under the DBFO contract;

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the specified works;

“provisional certificate” means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 10 when it considers the specified works are substantially complete and may be opened for traffic;

“road safety audit” means an audit carried out in accordance with the road safety audit standard;

“road safety audit standard” means DMRB Standard HD GG 119 (Road safety audit) or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

“Specification for Highways Works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

“specified works” means so much of any work, including highway works, street works and signalisation, authorised by this Order including any maintenance of that work, as is on, in, under or over the strategic road network for which National Highways is the highway authority;

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway;

“utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991; and

“winter maintenance” means maintenance of the road surface to deal with snow and ice.

## **General**

**3.** In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of this Schedule but for the purposes of any approvals required under this Part of this Schedule the undertaker shall liaise directly with National Highways.

**4.** Notwithstanding the limits of works permitted pursuant to article 6 (limits of works) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out under the strategic road network unless such works are agreed in writing with National Highways at the absolute discretion of National Highways.

**5.** References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

## **Works outside the Order limits**

6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

## **Prior approvals and security**

7.—(1) The specified works must not commence until—

- (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;
- (b) the programme of works has been approved by National Highways;
- (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—
  - (i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);
  - (ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways;
  - (iii) the identity and suitability of the contractor and nominated persons;
  - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;
  - (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG 142 (Walking, cycling and horse riding assessment and review);
- (d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;
- (e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(iv) above;
- (f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;
- (g) the undertaker has agreed the estimate of the commuted sum with National Highways;
- (h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;
- (i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; and
- (j) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways considers will be affected by the specified works, has been agreed in writing by National Highways.

(2) The undertaker must not exercise—

- (a) article 4 (maintenance of authorised development);
- (b) article 11 (street works)

- (c) article 12 (power to alter layout, etc., of streets);
- (d) article 13 (permanent stopping up of streets);
- (e) article 14 (temporary closure of streets);
- (f) article 16 (access to works);
- (g) article 18 (traffic regulations);
- (h) article 22 (discharge of water);
- (i) article 23 (protective work to buildings);
- (j) article 24 (authority to survey and investigate the land);
- (k) article 25 (felling or lopping of trees and removal of hedgerows);
- (l) article 27 (compulsory acquisition of land);
- (m) article 28 (compulsory acquisition of rights and imposition of restrictive covenants);
- (n) article 32 (private rights of way);
- (o) article 35 (acquisition of subsoil or airspace);
- (p) article 37 (temporary use of land for carrying out the authorised development); or
- (q) article 39 (temporary use of land for maintaining the authorised development),

of this Order over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and/or submit a scheme of traffic management for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1) or (2).

(4) Any approval of National Highways required under this paragraph—

- (a) must not be unreasonably withheld;
- (b) must be given in writing;
- (c) shall be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or, where further particulars are requested by National Highways within 2 months of receipt of the information to which the request for further particulars relates; and
- (d) may be subject to any conditions as National Highways considers necessary.

(5) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) Any change to the detailed design of the specified works must be approved by National Highways in accordance with sub-paragraph (1).

### **Construction of the specified works**

**8.—**(1) The undertaker must give National Highways 3 months' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures prior to and during the carrying out the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

- (a) the relevant detailed design information and programme of works approved pursuant to paragraph 7(1) above or as subsequently varied by agreement between the undertaker and National Highways;
- (b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and
- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways.

(4) The undertaker must ensure that (where possible) without entering the highway the highway is kept free from mud, soil and litter as a result of carrying out the specified works.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the works pursuant to the Order including all land in which National Highways has an interest for the purposes of inspection and supervision of the works.

(6) If any part of the specified works is constructed—

- (a) other than in accordance with the requirements of this Part of this Schedule; or
- (b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(8) If within 28 days of the date on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 30 days of demand.

(9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways.

(11) Until National Highways issues the provisional certificate the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 7(1)(h) and the undertaker must carry out such maintenance at its own cost.

(12) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part of this Schedule or suspends the carrying out of any specified work beyond a reasonable period of time and

National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

## **Payments**

**9.**—(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part of this Schedule, including—

- (a) the checking and approval of the information required under paragraph 7(1);
- (b) the supervision of the specified works;
- (c) the checking and approval of the information required to determine approvals under this Order;
- (d) all costs in relation to the transfer of any land required for the specified works; and
- (e) all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a) to (d); and
- (f) any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising “the NH costs”.

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount by which it believes the NH costs will exceed the estimate of the NH costs (the excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 91 days of the issue of the provisional certificate issued pursuant to paragraph 10(4).

(6) Within 28 days of the issue of the final account—

- (a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; or
- (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

## **Provisional Certificate**

**10.**—(1) Following the completion of any specified works or prior to reopening any part of the strategic road network following any closure or partial closure, whichever shall be sooner, the undertaker shall notify National Highways who will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—

- (a) inspect the specified works; and
- (b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

- (a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;
- (b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;
- (c) the as built information has been provided to National Highways; and
- (d) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) On the issue of the provisional certificate the bond sum shall be reduced to 20% of the total bond sum save insofar as any claim or claims have been made against the bond before that date in which case National Highways will retain a sufficient sum to ensure it does not have to meet any costs for or arising from the specified works.

(6) The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

## **Opening**

**11.** The undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public no less than 14 days of that date and must not open the strategic road network to the public prior to the expiration of that period.

## **Final condition survey**

**12.**—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 10(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD 622 (Managing geotechnical risk) if the specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to sub-paragraph (1) indicate that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.



(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to sub-paragraph (1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

### **Defects Period**

**13.**—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

- (a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);
- (b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and
- (c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the issuing of the provisional certificate National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

### **Final Certificate**

**14.**—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable—

- (a) inspect the strategic road network; and
- (b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(4) When National Highways is satisfied that—

- (a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and
- (b) the NH costs have been paid to National Highways in full,

National Highways must issue the final certificate after which the bond shall be released in full.

(5) The undertaker must pay to National Highways within 28 days of demand the costs reasonably incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to these provisions.

## **Security**

**15.—**(1) The specified works must not commence until—

- (a) the undertaker procures that the specified works are secured by a bond from a bondsman first approved by National Highways in the agreed form (as set out below) between the undertaker and National Highways to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; or where agreed by National Highways
- (b) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 9 or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule or a combination of a bond and cash surety together totalling 200%.

## **Commuted sum**

**16.—**(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to National Highways the commuted sum prior to the issue of the provisional certificate.

## **Insurance**

**17.** Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

## **Indemnity**

**18.—**(1) Subject to sub-paragraphs (2) – (5), the undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from the construction or maintenance (prior to the issue of the provisional certificate pursuant to paragraph 10) of the specified works and any such costs shall be paid to National Highways within a reasonable period of demand.

(2) The undertaker shall not be liable for any costs, claims, expenses, damages, losses and liabilities arising out of or in consequence of any negligent act or default of National Highways or its agents, contractors or any person for whom it is responsible.

(3) If any person makes a claim against or notifies an intention to make a claim to National Highways which may reasonably be considered likely to give rise to a liability under this paragraph then National Highways must—

- (a) as soon as reasonably practicable notify the undertaker of the claim or proposed claim, with details of its quantum; and
- (b) not give any admission of liability, agreement or compromise in relation to the claim or proposed claim without first consulting the undertaker and having full regard to the undertaker's representations.

(4) National Highways must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, claims, expenses, damages, losses and liabilities to which this paragraph applies, where to do so is within National Highways' reasonable control.

(5) The undertaker's total liability pursuant to this Part of this Schedule (cumulatively) shall not exceed the greater of —

- (a) 30% of the cost of the specified works; or
- (b) £100,000,000 (one hundred million pounds).

### **Maintenance of the specified works**

**19.**—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured.

(3) The undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days' in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 11 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

### **Land**

**20.**—(1) Following the issue of the final certificate pursuant to paragraph 14(4) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works.

(2) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.

(3) The undertaker must not under the powers of this Order—

- (a) acquire or use land forming part of;
- (b) acquire new or existing rights over; or
- (c) seek to impose or extinguish any restrictive covenants over;

any of the strategic road network or land owned by National Highways, or extinguish any existing rights of or interfere with apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request to [legalservicesinbox@nationalhighways.co.uk](mailto:legalservicesinbox@nationalhighways.co.uk).

(4) Where any land or interest is proposed to be acquired for the benefit of National Highways, the undertaker must, unless otherwise agreed by National Highways, exercise article 27 (compulsory acquisition of land) and article 28 (compulsory acquisition of rights and imposition of restrictive covenants) as applied by article 34 (application of the 1981 Act and modification of the 2017 Regulations) of this Order to directly vest in National Highways any such land or interest.

### **Expert Determination**

**21.**—(1) Article 54 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert’s appointment;
- (b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;
- (c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and
- (d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 54 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

#### FORM OF BOND

BY THIS BOND [ ] [(Company Regn No )] whose registered office is situated at [ ] (“the undertaker”) and [ ] [(Company Regn No )] whose registered office is situated at [ ] (“the Surety”) are jointly and severally bound to [ ] of [ ] (“the [ ]”) this [ ] day of [ ] 202[ ] in the sum of [ ] pounds (£[Surety Sum]) to the payment of which sum the undertaker and the Surety hereby jointly and severally bind themselves their successors and assigns.

WHEREAS under a Development Consent Order known as [ ] (“the DCO”) the undertaker is empowered to commence execute perform and complete the highway works mentioned therein in such manner and within such time and subject to such conditions and stipulations as are particularly specified and set forth in the DCO and also to pay to National Highways such sums as are therein provided NOW THE CONDITIONS of this Bond are such that if the undertaker shall duly observe and perform all the terms provisions covenants conditions and stipulations of Part [ ] of Schedule [ ] to the DCO on the undertaker’s part to be observed and performed according to the true purport intent and meaning thereof or if on default by the undertaker the Surety shall satisfy and discharge the damages sustained by National Highways thereby up to the amount of this Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect in accordance with the provisions of the DCO (and including any reductions as provided for in the DCO) but no allowance of time by National Highways under the DCO nor any forbearance or forgiveness in or in respect of any matter or thing concerning the DCO on the part of National Highways shall in any way release the Surety from any liability under this Bond.

It is hereby agreed that this Bond will be reduced and released in accordance with paragraph [ ] and [ ] of Part [ ] of Schedule [ ] of the DCO.

[Attestation]

## PART 4

### FOR THE PROTECTION OF RAILWAY INTERESTS

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

2. In this Part of this Schedule—

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

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

“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 their powers under section 8 (licences) of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, SE1 8SW ) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited’s railway undertaking;

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

“railway 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 and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under—

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions;

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

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

“undertaker” has the same meaning as in article 2 (interpretation) of this Order

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

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

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

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

- (a) article 3 (development consent etc. granted by the Order);
- (b) article 4 (maintenance of authorised development);
- (c) article 16 (access to works)
- (d) article 22 (discharge of water);
- (e) article 24 (authority to survey and investigate the land);
- (f) article 25 (felling or lopping of trees and removal of hedgerows);
- (g) article 27 (compulsory acquisition of land);
- (h) article 28 (compulsory acquisition of rights and imposition of restrictive covenants);
- (i) article 30 (statutory authority to override easements and other rights);
- (j) article 32 (private rights of way);
- (k) article 35 (acquisition of subsoil or airspace only);
- (l) article 36 (rights under or over streets);
- (m) article 37 (temporary use of land for carrying out the authorised development);
- (n) article 39 (temporary use of land for maintaining the authorised development);
- (o) article 41 (statutory undertakers);
- (p) article 45 (use of airspace within the Order land);
- (q) the powers conferred by section 11(3) (power of entry) of the 1965 Act;
- (r) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (s) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016; and
- (t) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

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

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 30 (statutory authority to override easements and other rights), article 32 (private rights of way) or article 41 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

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

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

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

(7) The undertaker must enter into an asset protection agreement, and where required prior to the carrying out of any specified work (including but not limited to any works referred to in paragraphs (a) – (o) in the definition of “commence” in article 2 (interpretation) forming part, or carried out for the purposes, of any specified work).

**5.—**(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration in accordance with article 54 (arbitration) of this Order.

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

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

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

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

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

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

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

**7. The undertaker must—**

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

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

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

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

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

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

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



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

**11.—(1)** In this paragraph-

- (a) “EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and
- (b) “Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

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

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

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

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

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

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
- (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; and
- (d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

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

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

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

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

(11) In relation to any dispute arising under this paragraph the reference in article 54 (arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

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

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

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

15.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 50 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

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

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

(2) Network Rail must –

- (a) give the undertaker reasonable written notice of any such claims or demands
- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

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

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

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

(6) In this paragraph—

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

- (b) “train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

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

**17.** In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

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

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

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

**20.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State’s consent, under article 8 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

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

**21.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 52 (certification of documents etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

**PART 5**  
**FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS**  
**UNDERTAKER**

**Application**

1. For the protection of SGN the following provisions will, unless otherwise agreed in writing between the undertaker and SGN, have effect.

**Interpretation**

2. In this Part of this Schedule—

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

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by SGN for the purposes of gas distribution together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SGN for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“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. Where works comprise items some of which fall within this definition, the expression “emergency works” shall be taken to include such of the items as do not fall within that definition as cannot reasonably be severed from those that do;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by SGN (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for SGN’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

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

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SGN including retain, lay, construct, inspect, maintain, protect, use, access, replace, renew, decommission or render unusable or remove the apparatus;

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

“replacement rights” means rights conferred by way of a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“rights” shall include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

“SGN” means Southern Gas Networks plc or its successors in title or successor bodies and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986.

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of, any apparatus the removal of which has not been required by the undertaker under sub-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 sub-paragraph 7(2) or otherwise;

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

### **On street apparatus**

**3.**—(1) This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and SGN are regulated by the provisions of Part 3 of the 1991 Act, except for—

- (a) paragraphs 4 (apparatus of SGN in stopped up streets), 9 (retained apparatus: protection of SGN) and 10 (expenses) of this Part of this Schedule; and
- (b) paragraphs 7 (removal of apparatus) and 8 (facilities and rights for alternative apparatus) of this Part of this Schedule in so far as sub-paragraph 3(2) below applies,

which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of SGN.

(2) Paragraphs 7 and 8 of this Part of this Schedule shall apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Section 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder shall not apply in relation to any diversion of apparatus of SGN under the 1991 Act.

### **Apparatus of SGN in stopped up streets**

**4.**—(1) Without prejudice to the generality of any other protection afforded to SGN elsewhere in the Order, where any street is stopped up under article 13 (stopping up of streets), if SGN has any apparatus in the street or accessed via that street SGN will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to SGN, or will procure the granting to SGN of, legal easements reasonably satisfactory to SGN in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph shall affect any right of the undertaker or of SGN to require the removal of that apparatus under paragraph 7.

(2) Notwithstanding the temporary closure or diversion of any street under the powers of article 14 (temporary closure of streets), SGN will be at liberty at all times to take all necessary access across any such closed street and/or to 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 stopping up or diversion in respect of any apparatus which at the time of the closure or diversion was in that street.

### **Protective works to buildings**

5. The undertaker, in the case of the powers conferred by article 23 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of SGN.

### **Acquisition of land**

6.—(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 appropriate or acquire apparatus of SGN or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right of SGN over land in which apparatus of SGN is placed otherwise than by agreement.

(2) Prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between SGN and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SGN and/or affect the provisions of any enactment or agreement regulating the relations between SGN and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must provide replacement rights to SGN which must be no less favourable on the whole to SGN unless otherwise agreed by SGN and (to the extent necessary) it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of any deeds and variations required to be entered into by other third parties in connection with the provision of replacement rights.

(3) The undertaker and SGN agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SGN and/or other enactments relied upon by SGN as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule shall prevail.

(4) Any agreement or consent granted by SGN under paragraph 9 or any other paragraph of this Part of this Schedule shall not be taken to constitute agreement under sub-paragraph 6(1).

(5) As a condition of any agreement between the parties in sub-paragraph 6(1) that involves de-commissioned apparatus being left in situ in any land of the undertaker, the undertaker must accept a surrender of any existing easement and/or other interest of SGN in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release SGN from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where the undertaker acquires land which is subject to any SGN right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 7 do not apply, the undertaker must (where the undertaker reasonably considers it compatible with the carrying out of the authorised works) —

- (a) retain any notice of SGN's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and
- (b) where no such notice of SGN's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of SGN's easement, right or other interest in relation to such acquired land; and
- (c) upon request from SGN, provide up to date official entry copies to SGN as soon as reasonably practicable.

(7) If the undertaker acquires land which is subject to any SGN right or interest and the undertaker reasonably considers that it cannot retain SGN's easement, right or other interest, the undertaker must provide replacement rights to SGN.

### **Removal of apparatus**

7.—(1) If, in the exercise of an agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule, and any right of SGN to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SGN and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SGN advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SGN reasonably needs to move or remove any of its apparatus) the undertaker must afford to SGN to its reasonable satisfaction (taking into account sub-paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus;
- (b) subsequently for the maintenance of that apparatus; and
- (c) to allow access to that apparatus,

in each case including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus.

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

(4) Any alternative apparatus to be constructed in land of, or land secured by, the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SGN and the undertaker.

(5) SGN must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SGN of such facilities and rights as are referred to in sub-paragraph (2) or (3), 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**

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SGN facilities and rights in land for the access to, and construction and maintenance of, alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SGN (both acting reasonably), and must be no less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SGN.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SGN under sub-paragraph 8(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SGN than



the facilities and rights enjoyed by SGN in respect of the apparatus to be decommissioned or removed (in SGN's reasonable opinion), then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 14 of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to SGN as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection of SGN**

9.—(1) Not less than 56 days before the carrying out of any specified works the undertaker must submit to SGN a plan and, if reasonably required by SGN, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to SGN 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 carry out any works to which sub-paragraphs (1) and (2) apply until SGN has given written approval of the plan so submitted.

(4) Any approval of SGN 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; and
- (c) if by the end of the period of 56 days from the submission of the plans pursuant to paragraphs (1) and (2) SGN has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon SGN written notice requiring SGN to intimate approval or disapproval within a further period of 28 days beginning with the date upon which SGN receives written notice from the undertaker and if by the expiry of the further 28 days SGN has not intimated approval or disapproval, SGN shall be deemed to have approved the plans as submitted.

(5) In relation to any work to which sub-paragraphs (1) and (2) apply, SGN may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with—

- (a) the plan submitted under sub-paragraphs (1) and (2) (or as modified pursuant to sub-paragraphs (4) and (5)); and
- (b) all conditions imposed under sub-paragraph (4)(a),

as approved or as amended from time to time by agreement between the undertaker and SGN, and SGN will be entitled to watch and inspect the execution of those works.

(7) Where SGN 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 SGN's reasonable satisfaction prior to the carrying out of any specified works (or any relevant part thereof) for which protective works are required and SGN must notify the

undertaker of any such requirements within 45 days of submission of a plan pursuant to sub-paragraphs (1) and (2).

(8) If SGN, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 7(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 carrying out 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, but in that case it must give to SGN notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (11) at all times.

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development which SGN reasonably considers is likely to have adversely affected apparatus, the undertaker shall implement an appropriate ground mitigation scheme save that SGN retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

## **Expenses**

**10.**—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SGN on demand all charges, costs and expenses reasonably anticipated or incurred by SGN (on provision of evidence by SGN to justify their claim and which in all cases must be reasonable in amount) in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by SGN in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all reasonable and properly incurred costs (including professional fees) incurred by SGN as a consequence of SGN—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under sub-paragraph 7(3) if it elects to do so; and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SGN;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works (provided that the quantum of this sum must be agreed between the undertaker and SGN prior to the protective works being carried out (save in the case of emergency works));
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule; and
- (g) any watching brief pursuant to sub-paragraph 9(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 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 54 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to SGN by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible 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 SGN in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on SGN 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.

### **Enactments and agreements**

11. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SGN and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and SGN in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

### **Co-operation**

12.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or SGN requires the removal of apparatus under sub-paragraph 7(2) or SGN makes requirements for the protection or alteration of apparatus under paragraph 9, 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 development and taking into account the need to ensure the safe and efficient operation of SGN's undertaking and SGN must co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt, whenever SGN's consent, agreement or approval is required in relation to plans, documents or other information submitted by SGN or the taking of action by SGN, it must not be unreasonably withheld or delayed.

## **Access**

**13.** If in consequence of the agreement reached in accordance with sub-paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SGN to maintain or use the apparatus no less effectively than was possible before such obstruction.

## **Arbitration**

**14.—**(1) Any difference or dispute arising between the undertaker and SGN under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SGN, be determined by arbitration in accordance with article 54 (arbitration).

(2) In determining any difference or dispute to which sub-paragraph (1) applies, the arbitrator must give full weight to the position expressed by SGN in relation to a dispute or difference as to the safe and efficient operation of its network.

## **Notices**

**15.** The plans submitted to SGN by the undertaker pursuant to sub-paragraph 9(1) must be sent to SGN at 1 Forbury Place, 43 Forbury Road, Reading, Berkshire RG1 3JH or such other address as SGN may from time to time appoint instead for that purpose and notify to the undertaker.

## PART 6

### FOR THE PROTECTION OF THAMES WATER UTILITIES LIMITED

For the protection of Thames Water Utilities Limited (hereinafter referred to as “TWUL”) (Company Registration No. 02366661) whose registered office address is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB the following provisions have effect, unless otherwise agreed in writing between the undertaker and TWUL.

**1. In this Part of this Schedule—**

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

“apparatus” means —

- (a) any sewer, drain or disposal works vested in TWUL under the Water Industry Act 1991; and
- (b) any sewer, drain or disposal works which are the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal of works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at a future date) of that Act,

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, inspection chambers or other accessories (as defined in section 219(1) of that Act) 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; and

“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.

#### **On street apparatus**

**2.** This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and TWUL are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

#### **Apparatus in stopped up streets and public rights of way**

**3.—(1)** Where any street is stopped up under article 13 (stopping up of streets) or any public right of way is stopped up under article 15 (public rights of way – creation, diversion and stopping up), TWUL has the same powers and rights in respect of any apparatus in the land in which the street or public right of way subsists as it enjoyed immediately before the stopping up and the undertaker must grant to TWUL legal easements reasonably satisfactory to TWUL in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of TWUL to require the removal of that apparatus under paragraph 6 or the power of the undertaker to carry out works under paragraph 8.

(2) Regardless of the temporary alteration, diversion or restriction of any street under the powers conferred by article 14 (temporary closure of streets), TWUL is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.

### **Protective works to buildings**

4. The undertaker, in the case of the powers conferred by article 23 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

### **Acquisition of land or interests**

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not:

- (a) acquire any apparatus of TWUL otherwise than by agreement;
- (b) appropriate, acquire, extinguish, interfere with or override any interest in land, easement or other interest or right of TWUL so as to prevent access to the Crawley Sewage Treatment Works otherwise than by agreement; or
- (c) appropriate, acquire, extinguish, interfere with or override any interest in land, easement, other interest or right of TWUL that would:
  - (i) prevent access to any TWUL apparatus (that is not to be removed pursuant to paragraph 6); or
  - (ii) impair TWUL's ability to carry out its statutory function in connection with any of that apparatus,

without having first provided such alternative means of access to that apparatus or alternative rights in connection with that apparatus as will enable TWUL to maintain or use the apparatus or carry out its statutory functions in connection with the apparatus no less effectively than was possible before the undertaker's exercise of powers.

### **Removal of apparatus**

6.—(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 TWUL's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of TWUL 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 TWUL in accordance with sub-paragraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to TWUL 56 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 for approval by TWUL in accordance with sub-paragraph (4) and in that case (or if in consequence of the exercise of any of the powers conferred by this Order TWUL reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to TWUL 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 TWUL must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for TWUL to use its compulsory purchase powers to this end unless it elects (in its absolute discretion) to so do.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between TWUL and the undertaker or in default of agreement settled by arbitration in accordance with article 54 (arbitration).

(5) TWUL must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 54 (arbitration), and after the grant to TWUL of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), and subject to sub-paragraph (7), if the undertaker gives notice in writing to TWUL 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, and TWUL gives its consent in writing (which shall not be unreasonably withheld or delayed and shall be subject to the provisions of sub-paragraph (7)), that work, instead of being executed by TWUL, may be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of TWUL.

(7) If by the end of the period of 56 days from the submission of the details relating to required removal works under sub-paragraphs (2) and (4) or the carrying out of works pursuant to sub-paragraph (6) TWUL has not intimated their disapproval of those details and the grounds of such disapproval, the undertaker may give TWUL written notice requiring TWUL to intimate approval or disapproval within a further period of 28 days beginning with the date upon which TWUL receives written notice from the undertaker and if by the expiry of the further 28 days TWUL has not intimated approval or disapproval, TWUL shall be deemed to have approved the details as submitted provided that such notification has been made in accordance with paragraph 18.

(8) Any deemed approval under sub-paragraph (7) does not extend to the actual undertaking of the removal works, which remains the sole responsibility of TWUL or its contractors.

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

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to TWUL facilities and rights for the construction and maintenance of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and TWUL or in default of agreement settled by arbitration in accordance with article 54 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the arbitrator will—

- (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 which may be required to prevent interference with the 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 on the land for which the alternative apparatus is to be substituted; and
- (c) give effect to the statutory obligations of TWUL and the undertaker.

(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 TWUL 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 TWUL as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### **Retained apparatus**

8.—(1) Not less than 56 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are within 5 metres of the outside face of any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to TWUL a plan of the works to be executed.

(2) The undertaker must not commence any works to which sub-paragraph (1) applies until TWUL has given written approval of the plan so submitted and such approval may be given subject to reasonable requirements for the purposes mentioned in sub-paragraph (3).

(3) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements or modifications as may be made in accordance with sub-paragraph (4) by TWUL for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and TWUL is entitled to watch and inspect the execution of those works.

(4) Any requirements made by TWUL as a condition of the approval under sub-paragraph (2) must be notified to the undertaker within a period of 35 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(5) If by the end of the period of 35 days from the submission of the details relating to required works under sub-paragraph (1) TWUL has not intimated their disapproval of those details and the grounds of such disapproval, the undertaker may give TWUL written notice requiring TWUL to intimate approval or disapproval within a further period of 21 days beginning with the date upon which TWUL receives written notice from the undertaker and if by the expiry of the further 21 days TWUL has not intimated approval or disapproval, TWUL shall be deemed to have approved the details as submitted provided that such notification has been made in accordance with paragraph 19.

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

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works (unless otherwise agreed with TWUL), 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.

(8) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency works but in that case must:

- (a) give TWUL notice in accordance with paragraph 18 as soon as is reasonably practicable;
- (b) provide TWUL with a plan of those works as soon as reasonably practicable subsequently;
- (c) carry out the works in accordance with industry best practice and guidelines on safe working near utilities;
- (d) comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances; and
- (e) keep the impact of those emergency works on TWUL's apparatus to a minimum.

(9) In this Part of this Schedule "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 which are likely to cause danger to persons or serious damage to property. Where works comprise items some of which fall within this definition, the expression "emergency works" shall be taken to include such of the items as do not fall within that definition as cannot reasonably be severed from those that do

### **Expenses and costs**

**9.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to TWUL all expenses reasonably incurred and any compensation properly paid by TWUL 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 paragraphs 6(2) or 8(2) or 8(3).



(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule 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 54 (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 TWUL by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

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

(5) An amount which apart from this sub-paragraph would be payable to TWUL in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on TWUL 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.

**10.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, maintenance or failure of any of the works referred to in paragraph 8(2), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or there is any interruption in the service provided by such apparatus or alternative apparatus, the undertaker must—

- (a) bear and pay the cost reasonably and properly incurred by TWUL in making good such damage or restoring the service; and
- (b) indemnify TWUL against all reasonable claims, penalties, demands, proceedings, costs, damages and expenses which are made or taken against or recovered from, or reasonably and properly incurred by, TWUL, by reason or in direct consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by TWUL on behalf of the undertaker or in accordance with a plan approved by TWUL or in accordance with any requirement of TWUL or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless TWUL fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

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

(4) TWUL must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker who, if withholding

such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(5) The total amount payable by the undertaker pursuant to this Part of this Schedule shall not exceed £15 million.

### **Cooperation**

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

**12.** Where, under this Part of this Schedule, TWUL is required to give its consent, approval or agreement in respect of any matter, that consent, approval or agreement must not be unreasonably withheld or delayed.

**13.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and TWUL in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**14.** At all times the undertaker shall procure that its employees, contractors and subcontractors take all reasonable and proper precautions in exercise of powers conferred by this Order to ensure that as little damage, obstruction or interference is caused to TWUL's undertaking as is reasonably practicable save that this obligation shall not prevent the construction or operation of the authorised development.

### **Use of statutory powers**

**15.** In the event that TWUL carries out any works involving apparatus under its own statutory powers at the express written request of the undertaker then this Part of this Schedule shall apply to such works and TWUL covenants to observe and comply with this Part of this Schedule irrespective of whether it is carrying out the works under its own statutory powers or in reliance on the powers conferred by the Order.

### **Ground works and surveys**

**16.** The undertaker must provide written notice to TWUL as soon as reasonably practicable in the event they determine to alter the ground level more than 300mm within 5 metres laterally of the outside face of any apparatus. Subsequently TWUL will determine if works under paragraphs 6(2) or 8(2) are necessary.

**17.** The undertaker must provide written notice to TWUL as soon as reasonably practicable if they intend to survey using ground intrusive methods within 5 metres laterally of the outside face of any apparatus. Subsequently TWUL will determine if works under paragraphs 6(2) or 8(2) are necessary.

### **Notices and applications**

**18.** Notwithstanding any other provision of this Order, any:

- (a) written notice to TWUL provided for in this Order; or
- (b) application for the approval of TWUL made pursuant to article 22(3) (discharge of water),

must be made by email to [devcon.team@thameswater](mailto:devcon.team@thameswater) or [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk) or such other contact details as may be provided by TWUL to the undertaker from time to time. In

the case of emergencies, notice must also be given via the Thames Water website or such other contact details as may be provided by TWUL to the undertaker from time to time.

## PART 7

### FOR THE PROTECTION OF ESSO PETROLEUM COMPANY, LIMITED

#### Application

1. The provisions of this Part of this Schedule have effect for the protection of Esso unless otherwise agreed in writing between the undertaker and Esso.

#### Interpretation

2. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Esso to fulfil its functions as a pipe-line operator in a manner no less efficient than previously and having regard to Esso’s standards for the construction and operation of its pipelines;

“alternative rights” means new rights for the construction of and for access to and for the use, protection, inspection, maintenance, repair and renewal of apparatus or alternative apparatus including any restrictions on the landowner and occupiers for the protection of the apparatus or alternative apparatus and to allow Esso to perform its functions in a manner no less efficient than under the existing rights and having regard to Esso’s standards for the construction and operation of its pipelines;

“apparatus” means the pipeline and storage system owned by Esso within or adjacent to the Order limits and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus and includes any ancillary works and apparatus all protective wrappings, valves, sleeves and slabs, cathodic protection units, together with ancillary cables and markers and, where the context allows, includes alternative apparatus;

“Esso” means Esso Petroleum Company, Limited and any successor in title;

“existing rights” means the rights and benefits of covenants enjoyed by Esso in land within the Order limits;

“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 to describe the works to be executed;

“specified work” means any works that are near to, or will or are likely to affect any apparatus or power supply to any apparatus including—

- (a) all intrusive or non-intrusive works within 15 metres of any apparatus,
- (b) the crossing of apparatus by other utilities,
- (c) the use of explosives within 400 metres of any apparatus (to an extent likely to affect any apparatus), and
- (d) piling, undertaking of a 3D seismic survey or the sinking of boreholes within 30 metres of any apparatus;

whether carried out by the undertaker or by any third party at the direction of the undertaker in connection with the authorised development;

“works agreement” means an agreement containing sufficient detail as to responsibilities for the design, programming, supervision and carrying out of works under this Part of this Schedule or in connection with the authorised development which affect the apparatus.

### **Acquisition of apparatus**

3.—(1) Despite any provision in this Order or anything shown on the land plans or if the Order covers any interest in any land in which any apparatus is placed or over which existing rights are enjoyed by Esso, the undertaker must not—

- (a) acquire any apparatus otherwise than by agreement with Esso or
- (b) acquire, suspend or extinguish any of the existing rights so as to hinder Esso's ability to access, maintain or repair its apparatus, otherwise than in accordance with this Part of this Schedule, by agreement with Esso or having first provided alternative rights.

(2) Where the undertaker acquires land which is subject to any existing rights and the provisions of paragraph 4 do not apply, the undertaker must retain any notice of the existing rights on the title to the relevant land when registering the undertaker's title to such acquired land, provided that this does not hinder the delivery of the authorised development.

### **Removal of apparatus and rights for alternative apparatus**

4.—(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 any apparatus is relocated or diverted, that apparatus must not be removed by the undertaker and any right of Esso to maintain and use that apparatus in that land and to gain access to it must not be extinguished until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of Esso.

(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, it must give Esso 56 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 Esso reasonably needs to remove any apparatus) the undertaker must, subject to subparagraph (3), afford to Esso the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently grant alternative rights for the maintenance of that apparatus in accordance with paragraph 5.

(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 undertaker must, to the extent reasonable, acquire for the benefit of Esso the necessary facilities and rights for the construction, maintenance and use of the alternative apparatus and access to it.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Esso and the undertaker or in default of agreement settled by arbitration in accordance with article 54 (arbitration).

(5) Esso must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with article 54 (arbitration), and after the grant to Esso of any such facilities and rights as are referred to in sub-paragraph (2), proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the alternative apparatus and subsequently to remove (or if agreed between the parties allow the undertaker to remove) any redundant apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Irrespective of sub-paragraph (5), if the undertaker gives notice in writing to Esso that it desires itself to execute any work, or part of any work in connection with the construction, removal or decommissioning of apparatus in the land of the undertaker or the construction of alternative apparatus, that work, instead of being executed by Esso, must be executed by the undertaker without unnecessary delay under the superintendence, if required, and to the reasonable satisfaction of Esso.

(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 3000 millimetres of the apparatus without Esso's consent unless that apparatus is redundant and disconnected from Esso's remaining system and is more than 3000 millimetres from any live apparatus.

(8) If Esso fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving notice of the required works from the undertaker, then such details are deemed to have been approved, provided the undertaker has first taken all reasonable steps to contact the relevant representatives of Esso in order to elicit such a response.

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

5.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Esso facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Esso in accordance with this paragraph or in default of agreement settled by arbitration in accordance with article 54 (arbitration).

(2) Alternative rights must be granted before any alternative apparatus is brought into use or any existing rights extinguished.

(3) Alternative rights shall where reasonably practicable be granted to Esso by way of a deed of grant of easement, substantially in the form of Esso's precedent from time to time. If any third party is required to be involved for the grant of alternative rights, the undertaker must secure their agreement, at its own cost.

(4) In settling those terms and conditions for the alternative rights in respect of alternative apparatus the arbitrator—

- (a) must give effect to all reasonable requirements of the undertaker and Esso for ensuring the safety and efficient operation of the authorised development and the apparatus respectively; 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 on the land for which the alternative apparatus is to be substituted.

(5) 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 Esso 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 Esso as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection**

6.—(1) Unless a shorter period is otherwise agreed in writing between the undertaker and Esso, not less than 35 days before commencing any specified work in relation to apparatus the removal of which has not been required by the undertaker under sub-paragraph 4(2) the undertaker must submit to Esso a plan of the works to be executed.

(2) The plan to be submitted to Esso 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;
- (f) any intended maintenance regime; and
- (g) and any other information reasonably required by Esso to assess the works.

(3) The specified work 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 (4) by Esso for the alteration or otherwise for the protection of the apparatus, or for securing access to it; and Esso is entitled to watch and inspect the execution of the specified work and the undertaker must follow any reasonable instructions from Esso for the safety of the apparatus and those working nearby.

(4) Any reasonable requirements made by Esso under sub-paragraph (2) must be made within a period of 14 days (unless a shorter period is otherwise agreed in writing between the undertaker and Esso) beginning with the date on which a valid plan under sub-paragraph (1) is submitted to it.

(5) If Esso in accordance with sub-paragraph (2) 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, this paragraph applies as if the removal of the apparatus had been required by the undertaker under paragraph 4(2) but for the avoidance of doubt the undertaker shall not be required to serve Esso with a new notice under paragraph 4.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time but (unless otherwise agreed in writing between the undertaker and Esso) in no case less than 28 days before commencing any specified work, 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.

(7) The undertaker shall not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Esso notice of the works it intends to carry out to remedy the emergency together with a plan as soon as is reasonably practicable and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

(8) In relation to any works which will or may be situated on, over, under or within 15 metres measured in any direction of apparatus, or (wherever situated) impose any load directly upon the apparatus or involve embankment works within 15 metres of the apparatus, the plan to be submitted to Esso under sub-paragraph (1) must include a material statement describing—

- (a) the exact position of the work;
- (b) the level at which the work is to be constructed or renewed;
- (c) the manner of its construction or renewal;
- (d) the position of the apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to the apparatus.

### **Cathodic protection testing**

7. Where in the reasonable opinion of the undertaker or Esso—

- (a) the authorised development might interfere with the existing cathodic protection forming part of any apparatus; or
- (b) any apparatus might interfere with the proposed or existing cathodic protection forming part of the authorised development,

Esso and the undertaker must co-operate in undertaking the tests which the undertaker considers reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

## Expenses

8.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Esso the reasonable costs and expenses incurred by Esso in, or in connection with—

- (a) the inspection, removal, making safe, abandonment, alteration or protection of any apparatus;
- (b) the execution of any works required by this part of this Schedule including the purchase, installation and commission of alternative apparatus and re-commissioning of existing apparatus;
- (c) the review and assessment of plans;
- (d) the watching and inspecting the execution of any specified work, any associated works and any works undertaken by third parties as a result of any specified work (including the assessment of plans); or
- (e) imposing reasonable requirements for the protection or alteration of apparatus affected by the authorised development or works as a consequence of the authorised development,

which may reasonably be required in consequence of the execution of any such works as are required under this Part of this Schedule or are authorised by the Order.

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

(3) Upon the submission of proper and reasonable estimates of costs and expenses to be incurred by Esso, the undertaker shall pay Esso sufficiently in advance to enable Esso to undertake its obligations under this Part of this Schedule in a manner that is neutral to its cashflow provided that in the event that the costs incurred by Esso are less than the amount paid by the undertaker pursuant to this sub-paragraph (3) then Esso shall promptly repay any overpayment to the undertaker.

(4) Where reasonably required by either party, in view of the complexity of any proposed works, timescales, phasing or costs, the parties shall with due diligence and good faith negotiate a works agreement.

(5) If in accordance with the provisions of this Part of this Schedule -

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 54 (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 Esso by virtue of sub-paragraph (1) shall be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(6) For the purposes of sub-paragraph (5)—

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



## **Damage to property and other losses**

**9.**—(1) Subject to the following provisions of this paragraph, the undertaker must make reasonable compensation to Esso—

- (a) for all loss, damage, liability, costs and expenses reasonably suffered or incurred by Esso for which Esso is legally liable as a result of legally sustainable claims brought against Esso by any third party solely arising out of the carrying out of any relevant works;
- (b) for the cost reasonably incurred by Esso in making good any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising from or caused by the carrying out of any relevant works and the authorised development; and
- (c) for the cost reasonably incurred by Esso in stopping, suspending and restoring the supply through its pipe-line and make reasonable compensation to Esso for any other expenses, losses, damages, penalty or costs incurred by Esso by reason or in consequence of any such damage or interruption provided that the same arises in consequence of the carrying out of any relevant works and the authorised development.

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

(3) Irrespective of anything to the contrary elsewhere in this Part of this Schedule—

- (a) the undertaker and Esso must at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense recoverable from the other under this Part of this Schedule; and
- (b) neither the undertaker nor Esso are liable for any loss, damage, liability, claim, cost or expense suffered or incurred by the other to the extent that the same are incurred as a result of or in connection with the sole, partial or complete breach of this Part of this Schedule or negligence arising out of an act, omission, default or works of the other, its officers, servants, contractors or agents.

(4) Esso must give to the undertaker reasonable notice of any claim or demand to which this paragraph 9 applies. If Esso agrees (such agreement not to be unreasonably withheld or delayed), the undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. Esso must not compromise or settle any claim or demand make any admission which might be prejudicial to the claim or demand without the undertaker's consent (such consent not to be unreasonably withheld). Esso must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid all reasonable expenses incurred in so doing.

(5) Nothing in this part of this Schedule shall exclude or limit the liability of the undertaker for death or personal injury resulting from the negligence of the undertaker or any of its officers employees or agents.

(6) The total liability of the undertaker to Esso under this Part of this Schedule shall not exceed £15 million.

(7) In this paragraph—

“relevant works” means such of the authorised development as—

- (a) does, will or is likely to affect any apparatus; or
- (b) involves a physical connection or attachment to any apparatus.

## **Co-operation**

**10.** Where in consequence of the proposed construction of any of the authorised development, the undertaker requires the removal of apparatus under this Part of this Schedule or Esso makes requirements for the protection or alteration of apparatus under this Part of this Schedule, 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 development and taking into account the need to ensure the safe and efficient operation of Esso's undertaking and Esso must use its reasonable endeavours to co-operate with the undertaker for that purpose.

**11.** The undertaker and Esso must act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where any consent or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed.

**12.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Esso in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made provided that the terms of the relevant enactment or agreement are not inconsistent with the provisions of this Order, including this Part of this Schedule. In the case of any inconsistency, the provisions of this Order, including this Part of this Schedule, prevail.

SCHEDULE 10

Article 40

Special Category Land

PART 1

SPECIAL CATEGORY LAND TO BE PERMANENTLY ACQUIRED

<i>Plot reference number shown on Special Category Land Plans and in the book of reference</i>	
<i>(1)</i> <i>Special Category Land Plan</i>	<i>(2)</i> <i>Plot number</i>
Special Category Land Plans – APFP Regulation 5(2)(i)	1/008, 1/020, 1/038, 1/039, 1/047, 1/053, 1/059, 1/070, 1/071, 1/094, 1/095, 1/096, 1/105, 1/139, 1/150, 1/165, 1/166, 1/211, 1/226A, 1/243

PART 2

LAND TO BE LAID OUT AS REPLACEMENT OPEN SPACE

<i>Plot reference number shown on Special Category Land Plans and in the book of reference</i>	
<i>(1)</i> <i>Special Category Land Plan</i>	<i>(2)</i> <i>Plot number</i>
Special Category Land Plans – APFP Regulation 5(2)(i)	1/013, 1/200, 1/220, 1/289, 1/290A, 1/292

PART 3

SPECIAL CATEGORY LAND OVER WHICH RIGHTS WILL BE ACQUIRED

<i>Plot reference number shown on Special Category Land Plans and in the book of reference</i>	
<i>(1)</i> <i>Special Category Land Plan</i>	<i>(2)</i> <i>Plot number</i>
Part 3A	
Special Category Land Plans – APFP Regulation 5(2)(i)	1/036, 1/050, 1/052, 1/093, 1/164, 1/212, 1/226, 1/242A
Part 3B	

Special Category Land Plans – APFP Regulation 5(2)(i)	1/007
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## Procedures for Approvals, Consents and Appeals

## PART 1

## GENERAL PROCEDURE

**Applications made under requirement**

1.—(1) Where an application has been made to a discharging authority for any agreement, endorsement or approval required by a requirement included in this Order (except where the discharging authority is the independent air noise reviewer, in which case Part 2 of this Schedule has effect in place of this Part), the discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(2) For the purposes of sub-paragraph (1), the decision period is—

- (a) in the case of requirements in respect of which the discharging authority has a duty under Schedule 2 (requirements) of this Order to consult with any other body—
  - (i) where no further information is requested under paragraph 2, 8 weeks from the day immediately following that on which the application is received by the discharging authority;
  - (ii) where further information is requested under paragraph 2, 8 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
  - (iii) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (i) or (ii); and
- (b) in the case of requirements in respect of which the discharging authority has no duty under Schedule 2 of this Order to consult with any other body—
  - (i) where no further information is requested under paragraph 2, 6 weeks from the day immediately following that on which the application is received by the discharging authority;
  - (ii) where further information is requested under paragraph 2, 6 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
  - (iii) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (i) or (ii).

(3) In the case of requirements in respect of which the discharging authority has a duty under Schedule 2 of this Order to consult with any other body, the discharging authority must have regard to comments received from any of those bodies.

**Further information**

2.—(1) In relation to any application to which this Part of this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary and the requirement does not specify that consultation with a requirement consultee is required, the discharging authority must, within 14 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 undertaker must issue the consultation to the requirement consultee within 5 days of submitting the application, and must notify the discharging authority in writing.

(4) If the discharging authority does not give notification as specified in sub-paragraph (2) or (3), or otherwise fails to request any further information within the timescales provided for in this paragraph it will be deemed to have sufficient information to consider the application and will not thereafter be entitled to request further information without the prior agreement of the undertaker.

## Appeals

3.—(1) The undertaker may appeal in the event that—

- (a) the discharging authority refuses an application for any agreement, endorsement or approval required by a requirement included in this Order or grants it subject to conditions;
- (b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined under paragraph 1;
- (c) on receipt of a request for further information pursuant to paragraph 2 the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the discharging 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 process for appeals is as follows—

- (a) any appeal by the undertaker must be made within 6 weeks of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;
- (b) the undertaker shall submit to the Secretary of State a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide (“the appeal documentation”);
- (c) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultee (if applicable);
- (d) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal (“the appointed person”) and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
- (e) the discharging authority and the requirement consultee (if applicable) must submit any written representations in respect of the appeal to the appointed person in respect of the appeal within 28 days of the date on which the appeal parties are notified of the appointment of a person under sub-paragraph (d) 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;
- (f) the appeal parties may make any counter-submissions to the appointed person within 28 days beginning with the first day immediately following the date of receipt of written representations pursuant to sub-paragraph (e); and
- (g) 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 enable the appointed person 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 is to 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 other appeal parties by the date specified by the appointed person.

(5) Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 14 days of the date mentioned in sub-paragraph (3).

(6) On an appeal under this paragraph 3, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging 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.

(7) 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 this paragraph.

(8) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) 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.

(10) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the discharging authority.

(11) The discharging 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) will not affect or invalidate the effect of the appointed person's determination.

(12) Save where a direction is given pursuant to sub-paragraph (13) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(13) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it must be 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.

## **Definitions**

**4.** In this Schedule—

“appeal parties” means the discharging authority, the requirement consultee and the undertaker; 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 discharging authority in discharging the requirement.

## **PART 2**

### **PROCEDURE FOR NOISE PLANS**

Part 2 of this Schedule sets out the process for the submission and approval of annual monitoring and forecasting reports, noise compliance plans and noise envelope review documents and extraordinary noise envelope review documents.

## **Applications**

1.—(1) Where an application has been made to the independent air noise reviewer for any verification of an annual monitoring and forecasting report or a noise compliance plan or the approval of a noise envelope review document (each a “noise plan” for the purpose of this Part of this Schedule)—

- (a) the noise plan must meet the relevant information requirements detailed within paragraph 1 of Schedule 2 (requirements); and
- (b) the independent air noise reviewer must give notice to the undertaker of its decision on the application before the end of the decision period.

(2) For the purposes of paragraph 1(1) of this Part of this Schedule the decision period is—

- (a) where no further information is requested by the independent air noise reviewer under paragraph 2, 6 weeks from the day immediately following that on which the independent air noise reviewer receives the report;
- (b) where further information is requested by the independent air noise reviewer under paragraph 2, 6 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed in writing between the undertaker and the independent air noise reviewer before the end of the period in sub-paragraph (a) or (b) above.

(3) Where the undertaker has submitted the previous year's actual performance contours to the independent air noise reviewer for approval the independent air noise reviewer must give notice to the undertaker of its decision on the application before the end of the decision period.

(4) For the purposes of paragraph 1(3) of this Part of this Schedule the decision period is—

- (a) where no further information is requested by the independent air noise reviewer under paragraph 2, 4 weeks from the day immediately following that on which the independent air noise reviewer receives the previous year's actual performance contours;
- (b) where further information is requested by the independent air noise reviewer under paragraph 2, 4 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed in writing between the undertaker and the independent air noise reviewer before the end of the period in sub-paragraph (a) or (b) above.

## **Further information**

2.—(1) In relation to any application to which this Part of this Schedule applies, the independent air noise reviewer may request further information from the undertaker which it identifies is necessary to enable it to consider the application.

(2) If the independent air noise reviewer considers further information is necessary for the relevant noise plan to comply with the information requirements relevant to it, it must as soon as is reasonably practicable notify the undertaker in writing specifying the further information required and providing the undertaker with a reasonable time period to provide that further information (which for the avoidance of doubt may be provided in the form of a revised noise plan).

## **Appeals**

3.—(1) The undertaker may appeal to the Secretary of State in the event that—

- (a) the independent air noise reviewer refuses to approve an application for the verification and/or approval of the previous year's actual performance contours or a noise plan;
- (b) the independent air noise reviewer does not give notice of its decision to the undertaker within the decision period as determined under paragraph 1;



- (c) on receipt of a request for further information the undertaker considers that either the whole or part of the specified information requested by the independent air noise reviewer is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the independent air noise reviewer 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 process for appeals is as follows—

- (a) any appeal by the undertaker must be made within 6 weeks of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;
- (b) the undertaker must submit to the Secretary of State a copy of the application submitted to the independent air noise reviewer and any supporting documentation which the undertaker may wish to provide (“the appeal documentation”);
- (c) the undertaker must on the same day provide copies of the appeal documentation to the independent air noise reviewer;
- (d) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal (“the appointed person”) and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
- (e) the independent air noise reviewer must submit any written representations to the appointed person in respect of the appeal within 28 days of the date on which the appeal parties are notified of the appointment of a person under sub-paragraph (2)(d) and must ensure that copies of their written representations are sent to the undertaker on the day on which they are submitted to the appointed person;
- (f) the undertaker may make any counter-submissions to the appointed person within 28 days beginning with the first day immediately following the date of receipt of written representations pursuant to sub-paragraph (2)(e); and
- (g) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(3) The appointment of the person pursuant to sub-paragraph (2)(d) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) If the appointed person considers that further information is necessary to enable the appointed person 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 is to be submitted.

(5) Any further information required pursuant to sub-paragraph (4) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person.

(6) Any written representations concerning matters contained in the further information must be submitted to the appointed person and made available to all appeal parties within 14 days of the date mentioned in sub-paragraph (4).

### **Outcome of appeals**

4.—(1) On an appeal the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary the decision of the independent air noise reviewer,

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.

(3) The appointed person may proceed to a decision even though no written representations have been made within those time limits if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(4) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review within 6 weeks of the date of the appointed person's decision beginning with the date of that decision.

(5) If an approval is given by the appointed person it is deemed to be an approval for the purpose of the Order as if it had been given by the independent air noise reviewer.

(6) The independent air noise reviewer 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) must not be taken to affect or invalidate the effect of the appointed person's determination.

(7) Save where a direction is given pursuant to sub-paragraph (8) requiring the costs of the appointed person to be paid by the independent air noise reviewer, the reasonable costs of the appointed person must be met by the undertaker.

(8) On application by the independent air noise reviewer or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it must be 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.

#### **Approval of extraordinary noise envelope review documents**

**5.—**(1) Where an application has been made to the Secretary of State for the approval of an extraordinary noise envelope review document—

- (a) the extraordinary noise envelope review document must meet the relevant information requirements detailed within paragraph 1 of Schedule 2 (requirements); and
- (b) the Secretary of State must give notice to the undertaker of its decision on the application before the end of the decision period.

(2) For the purposes of this paragraph 5 the decision period is—

- (a) where no further information is requested by the Secretary of State, 6 weeks from the day immediately following that on which the decision-making body receive the report;
- (b) where further information is requested by the Secretary of State, 6 weeks from the day immediately following that on which further information has been supplied; or
- (c) such longer period as may be agreed in writing between the undertaker and the Secretary of State before the end of the period in sub-paragraph (a) or (b) above.

(3) If the Secretary of State considers further information is necessary for the extraordinary noise envelope review document to comply with the information requirements relevant to it or for the purpose of reaching a decision in relation to it, he must as soon as is reasonably practicable and within 14 days of receipt of the relevant noise plan, notify the undertaker in writing specifying the further information required.

(4) If the Secretary of State does not give such notification as specified in sub-paragraph (3) or otherwise fails to request any further information within the timescales provided for he is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without agreement of the undertaker.

(5) The decision of the Secretary of State in relation to an extraordinary noise envelope review document is final and binding, 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 Secretary of State's decision beginning with the date of that decision.

### **Charges**

**6.** The independent air noise reviewer may charge the undertaker in respect of the performance of its functions under this Part of this Schedule in accordance with its scheme of charges made in accordance with section 11 of the 1982 Act (or such other successor legislation providing for such statutory charges to be levied).

## SCHEDULE 12

Requirement 4

### Non-Highway Works for which Detailed Design Approval is Required

<i>(1) Work No.</i>	<i>(2) Work description</i>
16	New aircraft hangar
22(a) – (c) & (g)	Extending the North Terminal International Departure Lounge and constructing a multi-storey car park
23(a)	Extending the South Terminal International Departure Lounge
26	Hotel north of multi-storey car park 3
27	Hotel on the car rental site
28(a) – (c)	Hotel, office and multi-storey car park on the Car Park H site
29	Converting the existing Destinations Place office into a hotel
30	Car Park Y
31	Car Park X
40(a)	Pedestrian footbridge over the River Mole

## SCHEDULE 13

Article 6

### Maximum Parameter Heights

<i>(1) Work No.</i>	<i>(2) Work description</i>	<i>(3) Maximum building (or other works) height (m)*</i>
6(a) and (b)	Three-floor pier (Pier 7) and the Pier 7 Autonomous Vehicle Station	18.00
9	Replacement Central Area Recycling Enclosure (CARE) facility	15.00
10	Replacement Motor Transport Facilities	15.25
11	Replacement Grounds Maintenance Facilities	8.00
12	Replacement Airfield Surface Transport Facilities	15.00
13	Replacement Rendezvous Point North	5.00
15	Satellite Airport Fire Service Facility	15.00
16	New aircraft hangar	32.00
22(a) and (d)	North Terminal IDL extension (north) and the North Terminal Autonomous Vehicle station	32.50
22(b)	North Terminal IDL extension (south)	30.00
22(c)	North Terminal baggage hall and baggage reclaim extension	12.50
22(e)	Autonomous Vehicle Maintenance Building	12.00
22(g)	North Terminal multi-storey car park	27.00
23(a)	South Terminal IDL extension	27.00
23(c)	South Terminal Autonomous Vehicle station	13.00
23(d)	Additional Coaching Gates	13.00
26	Hotel north of multi-storey car park 3	27.00
27	Hotel on the car rental site	16.30
28	Car Park H site	27.00
30	Car Park Y multi-storey car park	27.00
31(e)	Deck parking provision at Car Park X	11.00
32	Decked parking structure at North Terminal Long Stay car park	11.00
38(d)	Earthworks, landscaping and a bund around the southern and eastern perimeter of Museum Field	6.00**
41(c)	Spoil deposition at Pentagon Field	4.00**
43	Water treatment works	3.00 to 4.00***
[44]	[Wastewater treatment works]	[9.40]
<p>* Maximum parameter height for the cited work shown as height in metres from the datum level shown on the parameter plans for that work. For the avoidance of doubt, this table is for information only and, in the event of conflict with the parameter plans, the parameter plans are to be determinative.</p>		
<p>** Maximum heights provided for in the design principles in appendix 1 of the design and access statement and not on the parameter plans.</p>		
<p>*** Maximum building height is between 3.00 to 4.00m across the work area. Please refer to the</p>		

parameter plans for information.

## SCHEDULE 14

Article 52

### Documents to be Certified

<i>(1) Document</i>	<i>(2) Document Reference</i>	<i>(3) Version</i>
airport boundary plan	Appendix 1 to Glossary (Doc Ref. 1.4)	2
book of reference	Book of Reference (Doc Ref. 3.3)	6
carbon action plan	ES Appendix 5.4.2: Carbon Action Plan (Doc Ref. 5.3)	2
code of construction practice	ES Appendix 5.3.2: Code of Construction Practice (Doc Ref. 5.3)	6
consolidated environmental statement	Consolidated Environmental Statement (Doc Ref 10.66)	1
construction dust management strategy	ES Appendix 5.3.2: CoCP Annex 9 – Construction Dust Management Strategy (Doc Ref. 5.3)	2
construction resources and waste management plan	ES Appendix 5.3.2: CoCP Annex 5 – Construction Resources and Waste Management Plan (Doc Ref. 5.3)	4
design and access statement	Design and Access Statement (Doc Ref. 7.3)	3
flood resilience statement	Annex 6 to ES Appendix 11.9.6: Flood Risk Assessment (Doc Ref. 5.3)	3
forecast data book	ES Appendix 4.3.1: Forecast Data Book (Doc Ref. 5.3)	1
land plans	Land Plans - For Approval (Doc Ref. 4.2)	4
noise envelopment document	ES Appendix 14.9.7: The Noise Envelope (Doc Ref. 5.3)	5
noise insulation scheme document	ES Appendix 14.9.10: Noise Insulation Scheme (Doc Ref. 5.3)	4
North and South Terminal roundabouts BAU improvement scheme plans	North and South Terminal Roundabouts BAU Improvement Scheme Plans (Doc Ref. 4.10)	2
odour monitoring and management plan	Odour Monitoring and Management Plan (Doc Ref. 10.57)	2
operational waste management strategy	Operational Waste Management Strategy (Doc Ref. 10.12)	1
outline arboricultural and vegetation method statement	ES Appendix 5.3.2: CoCP Annex 6 – Outline Arboricultural and Vegetation Method Statement (Doc Ref. 5.3)	6
outline construction traffic management plan	ES Appendix 5.3.2: CoCP Annex 3 – Outline Construction Traffic Management Plan (Doc Ref. 5.3)	4
outline construction workforce travel plan	ES Appendix 5.3.2: CoCP Annex 2 – Outline Construction Workforce Travel Plan (Doc Ref 5.3)	3
outline landscape and ecology management plan	ES Appendix 8.8.1: Outline Landscape and Ecology Management Plan (Doc Ref. 5.3)	8
parameter plans	Parameter Plans - For Approval (Doc Ref. 4.7)	5
public rights of way management strategy	ES Appendix 19.8.1: Public Rights of Way Management Strategy (Doc Ref. 5.3)	4
rights of way and access plans	Rights of Way and Access Plans - For Approval (Doc Ref. 4.6)	5
soil management strategy	ES Appendix 5.3.2: CoCP Annex 4 – Soil Management Strategy (Doc Ref. 5.3)	1

special category land plans	Special Category Land Plans - For Approval (Doc Ref. 4.4)	4
surface access commitments	ES Appendix 5.4.1: Surface Access Commitments (Doc Ref. 5.3)	6
surface access drainage strategy	Annex 2 to ES Appendix 11.9.6: Flood Risk Assessment (Doc Ref. 5.3)	4
surface access general arrangements	Surface Access Highways Plans – General Arrangements - For Approval (Doc Ref. 4.8.1)	2
surface access engineering section drawings	Surface Access Highways Plans – Engineering Section Drawings - For Approval (Doc Ref. 4.8.2)	3
surface access structure section drawings	Surface Access Highways Plans – Structure Section Drawings - For Approval (Doc Ref. 4.8.3)	3
Traffic Regulation Measures – Classification of Roads Plans	Traffic Regulation Plans – Classification of Roads - For Approval (Doc Ref. 4.9.2)	3
Traffic Regulation Measures – Clearways and Prohibitions plans	Traffic Regulation Plans – Clearways and Prohibitions - For Approval (Doc Ref. 4.9.3)	3
Traffic Regulation Measures – Speed Limits plans	Traffic Regulation Plans – Speed Limits - For Approval (Doc Ref. 4.9.1)	3
tree survey report and arboricultural impact assessment	ES Appendix 8.10.1 – Tree Survey Report and Arboricultural Impact Assessment (Doc Ref. 5.3)	4
water treatment works footpath plan	Annex 2 to ES Appendix 19.8.1: Public Rights of Way Management Strategy (Doc Ref. 5.3)	4
works plans	Works Plans - For Approval (Doc Ref. 4.5)	7
written scheme of investigation for Surrey	ES Appendix 7.8.1: Written Scheme of Investigation for post-consent Archaeological Investigations – Surrey (Doc Ref. 5.3)	4
written scheme of investigation for West Sussex	ES Appendix 7.8.2: Written Scheme of Investigation for post-consent Archaeological Investigations and Historic Building Recording – West Sussex (Doc Ref. 5.3)	5



## **EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order authorises Gatwick Airport Limited to undertake works to redevelop Gatwick Airport and carry out all associated works.

The Order permits Gatwick Airport Limited to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

The Order also includes provisions in connection with the maintenance and operation of the authorised development.

A copy of the documents referred to in Schedule 14 (documents to be certified) to this Order and certified in accordance with article 52 (certification of documents, etc.) of this Order may be inspected free of charge during normal working hours at 5th Floor, Destinations Place, Gatwick Airport, Gatwick, West Sussex, RH6 0NP.