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Our ref: JB8/LCB/40954-00016/28044831 v1
Your ref: WW010001

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By Email (thamestunnel@infrastructure.gsi.gov.uk)
By Post

4 November 2013

Dear Sirs

Application by Thames Water Utilities Limited (TW) for the Thames Tideway Tunnel ("the Application")
National Grid Gas plc and National Grid Electricity Transmission plc
Unique reference no: 10018671

We act on behalf of our clients, National Grid Gas plc (NGG) and National Grid Electricity Transmission plc (NGET). We are writing in response to your letter of 26 September 2013.

1. Written Questions

Please find below our clients' response to Q6.65 of the Examining Authority's written questions and requests for information:

The development set out in the Application will interfere with NGG's and NGET's gas and electricity apparatus. Protective provisions are therefore necessary in order to protect NGG's and NGET's statutory undertaking, interests in land and apparatus. The absence of suitable protective provisions will cause serious detriment to NGG and NGET and adversely affect their ability to fulfil their statutory obligations.

NGG, NGET and TW are currently negotiating suitable protective provisions, deeds of consent for crossing apparatus and asset protection agreements. Where diversionary works are required, the parties are working together and the necessary rights over third party land will either be obtained by negotiation or by compulsory acquisition as part of the Application.

As the parties hope to reach agreement shortly, we have not set out the protective provisions that NGG and NGET require in full at this stage. However, to assist the Examining Authority we have set out a number of key provisions below:

- (a) NGG's and NGET's interests in land must not be compulsorily acquired without consent or until alternative equivalent rights have been granted for any relocated apparatus.

- (b) Adequate written notice is to be given to NGG/NGET before it is required to remove its apparatus in order to minimise disruption to its network (which includes homes and businesses).
- (c) Provisions must be included to ensure that the gas/electricity system is safe and to minimise disruption. For example, TW is not to undertake any works to remove, relocate or otherwise interfere with (including carrying out any survey works or trial holes) NGG's or NGET's apparatus without the prior written consent of NGG/NGET. TW must also comply with any conditions and/or plans provided by NGG/NEGT and all relevant health and safety obligations to ensure the apparatus is protected.
- (d) Where apparatus is to be relocated, NGG/NGET must be granted sufficient rights to use and maintain such apparatus in order to comply with its statutory duties.
- (e) NGG/NGET must not be obstructed from accessing its apparatus.
- (f) TW must fully reimburse and indemnify NGG/NGET to sufficiently protect NGG/NGET from incurring extensive costs which is contrary to their statutory obligations to maintain an economic system.

2. Statement of Common Ground

Whilst NGG and NGET have previously volunteered to enter into a Statement of Common Ground, we have recently discussed this matter with TW's solicitors and agree that, given the current status of negotiations, such a Statement would not be of assistance to the Examining Authority at this stage.

3. Written Representations

NGG and NGET rely on the points made in their representation dated 28 May 2013.

We should be grateful if you would acknowledge receipt of this letter.

Yours faithfully

A handwritten signature in blue ink that reads "Field Fisher Waterhouse LLP".

Field Fisher Waterhouse LLP