

Hornsea Project Three
Offshore Wind Farm



Hornsea Project Three Offshore Wind Farm

Explanatory Memorandum
PINS Document Reference: A3.2
Regulation 5(2)(c)

Date: May 2018

Hornsea 3
Offshore Wind Farm

Orsted

Development Consent Order

Explanatory Memorandum

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This report is also downloadable from the Hornsea Project Three offshore wind farm website at:
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Ørsted

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HORNSEA THREE OFFSHORE WIND FARM

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HORNSEA THREE OFFSHORE WIND FARM ORDER

EXPLANATORY MEMORANDUM

THE PLANNING ACT 2008

**THE INFRASTRUCTURE PLANNING (APPLICATIONS:
PRESCRIBED FORMS AND PROCEDURE)
REGULATIONS 2009**

REGULATION 5(2)(C)

Applicant: Ørsted Hornsea Project Three (UK) Limited
Date: May 2018

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1. **GLOSSARY**

"1990 Act"	The Town and Country Planning Act 1990 (as amended)
"2008 Act"	The Planning Act 2008 which is the legislation in relation to applications for NSIPs, including pre-application consultation and publicity, the examination of applications and decision making by the Secretary of State.
"2009 Act" "Ancillary Works"	The Marine and Coastal Access Act 2009 Means the ancillary works described in Part 2 of Schedule 1 of the Order.
"APFP Regulations"	The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009. Sets out detailed procedures that must be followed for submitting and publicising applications for Nationally Significant Infrastructure Projects.
"Applicant"	Ørsted Hornsea Authorised Project Three (UK) Limited.
"Application"	The Application for a Development Consent Order made to the Secretary of State under Section 37 of the Planning Act 2008 in respect of the Authorised Development, required pursuant to Section 31 of the Planning Act 2008 because the Authorised Project is a Nationally Significant Infrastructure Project under Section 14(1)(a) and Section 15 of the Planning Act 2008 by virtue of being an offshore generating station in England or Wales of 100 Megawatts electrical capacity or more.
"Associated Development"	Defined under S.115(2) of The Planning Act 2008 as development which is associated with the principal development and that has a direct relationship with it. Associated development should either support the construction or operation of the principal development, or help address its impacts. It should not be an aim in itself but should be subordinate to the principal development.
"Authorised Development"	The development to which the Application relates and refers to the development which requires a DCO and excludes the ancillary works described in Schedule 1, Part 2 of the Order.
"Authorised Project"	The development to which the Application relates and which requires a DCO, as well as the Ancillary Works, all of which are described in parts 1 and 2 of Schedule 1 to the Order.
"Book of Reference"	A reference document providing details of all land ownership interests within the Order Limits and linked to the Land Plans.
"Connection works"	Means Work Nos 6 to 15 described in Schedule 1 of the Order. It also includes related further associated development in connection with those works.

"DCO"	A Development Consent Order made by the relevant Secretary of State pursuant to the Planning Act 2008 to authorise a NSIP. A DCO does or can incorporate or remove the need for a range of consents which would otherwise be required for a development. A DCO can also include powers of compulsory acquisition.
"EIA"	Environmental Impact Assessment. The assessment of the likely significant environmental effects of a development undertaken in accordance with the EIA Regulations.
"EIA Regulations"	The Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 setting out how the EIA of Nationally Significant Infrastructure Projects must be carried out and the procedures that must be followed.
"ES"	The Environmental Statement documenting the findings of the EIA.
"Explanatory Memorandum"	This document – it explains the intended purpose and effect of a DCO and the authorisations and powers that it seeks.
"Land Plan(s) "	A plan showing all of the land that is required for the Authorised Project and / or over which rights are to be sought as part of the DCO.
"MHWS"	Mean high water springs or the highest level which spring tides reach on average over a period of time.
"MLWS"	Mean low water springs or the lowest level which spring tides reach on average over a period of time.
"MMO"	The Marine Management Organisation.
"NSIP"	A Nationally Significant Infrastructure Project that must be authorised by the making of a DCO under 2008 Act.
"Order"	The Hornsea Three Offshore Wind Farm Order, being the DCO that would be made by the Secretary of State authorising the Authorised Project, a draft of which has been submitted as part of the Application.
"Order Limits"	The limits of the land to which the Application for the DCO relates and shown on the Order limits and grid coordinates plan – offshore and the Order limits plan - onshore within which the Authorised Project must be carried out and which is required for its construction and operation.
"PINS"	The Planning Inspectorate. A Government agency responsible for receiving and administering the acceptance and examination of applications for NSIPs on behalf of the Secretary of State.
"Relevant Planning Authority"	Means either North Norfolk District Council, South North District Council and Broadland District Council as applicable in the context.

"Requirements"	The 'requirements' at Schedule 1, Part 3 to the draft Order that, amongst other matters, are intended to control the final details of the Authorised Project as to be constructed and also to control its operation, amongst other matters to ensure that it accords with the EIA and does not result in unacceptable impacts.
"SoS"	The Secretary of State. The decision maker for DCO applications and head of Government department. In this case the SoS for the Department for Business, Energy and Industrial Strategy
"Statement of Reasons"	A statement setting out the reasons and justification for the compulsory acquisition of land or rights in land within the Order Limits.
"Undertaker"	Means the Applicant or such other person who takes benefit of the DCO following the procedure within Article 5 of the Order.
"Works Plans"	Plans showing the numbered works referred to at Schedule 1 to the Order and submitted with the Application.

The definitions included in Article 2 of the Order apply to the terminology used in this document. Where a specific term of not defined in this glossary the reader should refer to this Article.

2. INTRODUCTION

Overview

- 2.1 This Explanatory Memorandum has been prepared on behalf of Ørsted Hornsea Project Three (UK) Limited (the 'Applicant'). It forms part of the application (the 'Application') for a Development Consent Order (a 'DCO'), that has been submitted to the Secretary of State (the 'SoS') for Business, Energy and Industrial Strategy, under section 37 of 'The Planning Act 2008' (the '2008 Act').
- 2.2 The Applicant is seeking development consent for an offshore generating station and all infrastructure required to transmit the power generated to the existing Norwich Main National Grid substation (the 'Authorised Project'). It will comprise a maximum of 300 wind turbine generators. The Authorised Project array area is approximately 696 km², and is located approximately 121 km northeast off the Norfolk coast and approximately 10 kilometres west of the median line between UK and Netherlands waters.
- 2.3 A DCO is required for the Authorised Project as it falls within the definition and thresholds for a 'Nationally Significant Infrastructure Project' (a 'NSIP') under sections 14 and 15(3) of the 2008 Act.
- 2.4 The DCO, if made by the SoS, would be known as the Hornsea Three Offshore Wind Farm Order (the "Order").

Ørsted Hornsea Project Three (UK) Limited

- 2.5 The Applicant is wholly owned by Ørsted A/S who specialises in procuring, producing, distributing and trading energy and related products in Northern Europe. Further details on the corporate structure between Ørsted A/S and the Applicant is included in the funding statement.
- 2.6 Ørsted A/S is the world leader in the development, construction and operation of offshore wind farms, with more than 20 years' experience and a strong track record delivering successful projects. It currently operates 18 offshore wind farms globally and has 4.5GW of projects under construction and a further up to 3GW of projects in development.
- 2.7 Ørsted A/S is involved in consenting, constructing and operating large number of offshore wind turbine projects in the UK, including Hornsea Project One, which will have a capacity of 1218 MW and is currently in construction, and Hornsea Project Two, which will have a capacity of up to 1386 MW and is currently in the pre-construction phase following the grant of development consent in August 2016 and the award of Contract for Difference in September 2017.

The Order limits

- 2.8 The Authorised Project will be constructed, operated and maintained within the Order Limits. The Order Limits comprise of the following areas:
- 2.8.1 Offshore wind farm array area: This is where the offshore wind farm will be located, which will include the wind turbines, array cables, offshore accommodation platforms and a range of offshore substations as well as offshore and export cables. This area is approximately 696 km², and is located approximately 121 km northeast off the Norfolk coast. The Hornsea Three array area lies to the east of Hornsea Project One and Hornsea Project Two offshore wind farms;
- 2.8.2 Offshore export cable corridor: This is where the permanent offshore electrical infrastructure (offshore export cable(s), as well as the offshore HVAC booster station(s) and their foundations, if required) will be located and extends from the southern boundary of the Hornsea Three array area in a south westerly direction to the Norfolk coast. The Hornsea Three offshore cable corridor is approximately 163 km in length. In addition there is a temporary working area adjacent to the offshore export cable corridor; and

2.8.3 Onshore order limits: This is where the permanent onshore electrical infrastructure (onshore export cable(s), as well as the onshore HVAC booster station, if required), onshore HVDC converter/HVAC substation and connections to the National Grid will be located.

2.9 Taken together these areas form the Order Limits and are shown on the Order limits and grid coordinates plan – offshore and Order limits plan – onshore.

The Authorised Project

2.10 The main components of the Authorised Project are summarised below:

2.10.1 Work No.1: consists of the nationally significant infrastructure project, being the offshore wind turbine generating station comprising up to 300 wind turbine generators and three offshore accommodation platforms which may be connected to each other or one of the offshore substations by an unsupported bridge and a network of cables between the wind turbine generators and Work No.2.

2.10.2 The description of Work No.1 refers to the wind generating station having a gross electrical output of over 100 megawatts. This is consistent with sections 14 and 15 of the 2008 Act which stipulates that an offshore windfarm which exceeds an electrical capacity of 100 megawatts will be a nationally significant infrastructure project and therefore development consent will be required. The description of Work No.1 does not refer to an upper limit on the capacity of the generating station that development consent is being sought for. It is not considered that imposing an upper limit is desirable or necessary. The DCO includes parameters in which the Authorised Project must be constructed and it is on this basis which the environmental impact assessment has been undertaken. There is no reason to limit the electrical output capacity of the Authorised Project provided the parameters of development are not exceeded. There are advantages in not imposing an upper limit so that the Undertaker can take advantage of technical advancements that emerge in the coming years in terms of wind turbine efficiency which would enable it to still construct the Authorised Project within the existing parameters but to increase capacity beyond the capacity which is currently anticipated based on existing technology.

2.10.3 It is currently anticipated, when completed, the Authorised Project will have a total capacity of approximately 2.4 GW. However, Orsted does not wish to limit the development to this capacity and this is the reason that the description of the NSIP in Schedule 1 has been adopted.

2.11 The 'Associated Development', for the purposes of section 115 of the 2008 Act comprises Work Nos. 2 to 15 of the Authorised Project. They are as follows:

2.11.1 Work No.2 - Up to 12 offshore type 1 substations, which may be connected to each other or one of the offshore accommodation platforms, and up to four offshore type 2 substations. In either case the substations may be connected to each other or one of the offshore accommodation platforms. Work No.2 also includes a network of cables, up to 6 cable circuits consisting of the offshore export cables and eight temporary horizontal directional drilling exit pits;

2.11.2 Work No.3 - In the event that the mode of transmission is HVAC, up to four HVAC booster substations or six subsea HVAC booster substations (or a combination of both), a network of cables between the HVAC booster substation or subsea HVAC booster stations and up to six cable circuits consisting of offshore export cables;

2.11.3 Work No.4 - Temporary work area associated with Work No.2 and No.3 for vessels to carry out intrusive activities alongside Work No.2 and Work No.3;

2.11.4 Work No.5 – landfall connection works comprising up to six cable circuits and ducts and onshore construction works seaward of MHWS and landward of MLWS;

- 2.11.5 Work No.6 – onshore connection works consisting of up to six cable circuits, ducts between Work No.5 and Work No.7 landward of MHWS and onshore construction works;
 - 2.11.6 Work No.7 – onshore connection works which consist of six cable circuits and associated electrical circuit ducts between Work No.6 to Work No.8, onshore construction works, up to six transition joint bays and horizontal directional drilling launch pits;
 - 2.11.7 Work No.8 – onshore connection works consisting of up to six cable circuits and associated electrical circuit ducts to Work No.11, onshore connection works and up to 330 link boxes;
 - 2.11.8 Work No. 9 - on shore connection works consisting of construction of an onshore HVAC booster station, together with onshore construction works;
 - 2.11.9 Work No. 10 — onshore connection works consisting of an onshore HVDC/HVAC substation, including up to six cable circuits and electrical circuit ducts, and onshore construction works;
 - 2.11.10 Work No. 11 — onshore connection works consisting of up to six cable circuits and electrical circuit ducts between Work No. 10 and Work No. 12 and onshore construction works;
 - 2.11.11 Work No. 12 — onshore connection works consisting of up to six cable circuits and electrical circuit ducts between Work No. 11 and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within the National Grid substation buildings and compound, and onshore construction works;
 - 2.11.12 Work No. 13 — a construction compound to support the construction of Work Nos. 8, 9, 10, 11, 12, 14 and 15;
 - 2.11.13 Work No. 14 — temporary vehicular access tracks to serve Work Nos. 7, 8, 9, 10, 11, 12, 13 and 15; and
 - 2.11.1 Work No. 15 — temporary storage areas to assist with the onshore connection works.
- 2.12 The Associated Development includes in connection with such Work Nos. 1 to 5 such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—
- 2.12.1 scour protection around the foundations of the offshore structures;
 - 2.12.2 cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;
 - 2.12.3 the removal of material from the seabed required for the construction of Work Nos. 1 to 5 and the disposal of up to 2,462,989 cubic metres of inert material of natural origin within the Order limits produced during construction drilling and seabed preparation for foundation works;
 - 2.12.4 removal of static fishing equipment; and
 - 2.12.5 cable installation preparation, such as sandwave clearance, boulder clearance and pre-trenching.
- 2.13 Further in connection with such Work Nos. 6 to 15 such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—
- 2.13.1 ramps, means of access and footpaths;

- 2.13.2 bunds, embankments, swales, landscaping, fencing and boundary treatments;
 - 2.13.3 habitat creation;
 - 2.13.4 jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, and lighting and other works associated with cable laying;
 - 2.13.5 works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
 - 2.13.6 works to alter the position of apparatus, including mains, sewers, drains and cables;
 - 2.13.7 works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
 - 2.13.8 landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
 - 2.13.9 works for the benefit or protection of land affected by the authorised project;
 - 2.13.10 working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration
- 2.14 In addition the Order is proposed to grant consent for the Ancillary Works, which comprise:
- 2.14.1 temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;
 - 2.14.2 marking buoys, beacons, fenders and other navigational warning or ship impact protection works; and
 - 2.14.3 temporary works for the benefit or protection of land or structures affected by the authorised development.
- 2.15 It is anticipated that subject to the DCO having been made by the SoS, construction work on the Authorised Project would commence in 2021. The Applicant may construct the Authorised Project in phases. If completed in one phase then the construction phase would be for a period of up to 7 years. If the Authorised Project is undertaken over two phases then this could take up to 10 years to construct with a maximum period of 6 years between the end of the first phase and the commencement of the second phase.
- 2.16 A more detailed description of the Authorised Project is provided at Schedule 1 'Authorised Project' of the draft DCO and Chapter 3 of the ES Volume 1 (Application Document Ref. 6.1.3) and the areas within which each of the main components of the Authorised Project are to be built is shown by the coloured and hatched areas on the Works Plans (Application Document Ref. A2.4.1 and A2.4.2).

Phasing

- 2.17 The Applicant requires flexibility to construct the Authorised Project in phases. The proposed approach to phasing is described in Chapter 3 of the Environmental Statement (Document Ref 6.1.3)
- 2.18 The requirements (Schedule 1, Part 3) and the deemed marine licences (Schedules 11 and 12) allow for phasing of the Authorised Project, by way of allowing phased discharge of the requirements and conditions.

Parameters in the Order

- 2.19 The Authorised Project described in Schedule 1 (part 1 and part 2) of the Order and the design parameters secured in requirements 2 to 4 of Schedule 1 (part 3) is to provide flexibility in the delivery of the Authorised Project. This approach has been recognised as appropriate for a wide range of NSIPs and is described in PINS Advice Note 9: Rochdale Envelope (April 2012).
- 2.20 The parameters included in the Order are set out in Appendix 1 to this document. They include the following parameters:
- 2.20.1 Maximum number of Wind turbines generators ("WTG");
 - 2.20.2 Maximum dimensions of WTG;
 - 2.20.3 The foundation parameters of WTG;
 - 2.20.4 Separation distances between WTG;
 - 2.20.5 Maximum number of offshore substations and offshore accommodation platforms;
 - 2.20.6 Maximum dimensions of offshore substations and offshore accommodation platforms;
 - 2.20.7 The foundation parameters of offshore substations and offshore accommodation platforms; and
 - 2.20.8 The number and length of cable systems and volume of cable protection for the cable systems.
- 2.21 The above parameters have been applied to the environmental impact assessment prepared and presented in the Environmental Statement submitted with the Application. It is appropriate to impose these design parameters to ensure that the final development that is constructed has been subject to full environmental impact assessment.

3. THE PURPOSE AND STRUCTURE OF THIS DOCUMENT

- 3.1 This Explanatory Memorandum is prepared to explain the purpose and effect of each article of, and the Schedules to, the draft Order, as required by Regulation 5(2)(c) of the APFP Regulations.
- 3.2 It also seeks to identify and explain departures from the Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 ('the model provisions'). Whilst the power for the SoS to designate, and the requirement to have regard to, model provisions have been removed by the Localism Act 2011, the Applicant considers it is still relevant to note and explain variations made in the Order compared to the model provisions. A document showing the differences between the model provisions and the Order is included at Appendix 2 to this document as required by PINS advice note 13: Preparing the draft Order and explanatory memorandum.
- 3.3 The Order includes a number of provisions to enable the construction, maintenance and operation of the Authorised Project. These are briefly described below and then considered in more detail in the following sections:-
- 3.3.1 Part 1: Article 1 sets out what the Order may be cited as and when it comes into force. Article 2 sets out the meaning of various terms used in the Order;
 - 3.3.2 Part 2: Articles 3 to 4 provide development consent for the Authorised Project, and allow it to be constructed and maintained. Article 5 sets out who has the benefit of the powers of the Order and how those powers can be transferred. Articles 6 and 7 relate to application and modification of legislative provisions and defence to proceedings in statutory nuisance respectively;

- 3.3.3 Part 3: Articles 8 to 13 provide a suite of powers in relation to street works. The powers include the ability for the undertaker to be able to carry out works to and within streets, create or improve accesses, to temporarily stop up streets and to be able to divert and temporarily stop up public rights of way;
- 3.3.4 Part 4: Articles 14 to 16 set out three supplemental powers relating to discharge of water, protective work to buildings and authority to survey and investigate land onshore;
- 3.3.5 Part 5: Articles 17 to 28 provide for the undertaker to be able to compulsorily acquire the Order land and rights over/within it, and to be able to temporarily use parts of the Order land for the construction or maintenance of the Authorised Project. The provisions provide for compensation to be payable to affected persons in respect of these powers, where that is not already secured elsewhere. These articles also provide for powers in relation to equipment of statutory undertakers;
- 3.3.6 Part 6: Articles 29 and 30 provide powers for the operation of the generating station and the provision of the deemed marine licences in Schedules 11 and 12 of the Order.
- 3.3.7 Part 7: Articles 31 to 42 include various general provisions in relation to the Order:-
 - (a) Articles 31 to 40 includes provisions such as application of statutes relating to leases, that the Order land will be 'operational land', felling and lopping of trees and removal of hedgerows, certification of documents relevant to the Order, arbitration in case of disagreements under the Order, an ability to use the appeal mechanism in s.78 of the 1990 Act where a party either refuses or withholds consent required under a requirement attached to the DCO, abatement of works abandoned or decayed, saving provisions for Trinity House, and a provision in respect of Crown land.
 - (b) Article 41 provides protection for statutory undertakers through the protective provisions (set out in Schedule 10);
 - (c) Article 42 provides a requirement for the undertaker to put into place a guarantee or alternative form of security in advance of exercising powers under Part 5 of the Order.

3.4 Schedules: there are 13 Schedules to the Order, providing for the description of the Authorised Project (Schedule 1), the requirements (a form of control akin to planning conditions) applying to it (Part 3 of Schedule 1), matters in relation to streets and public rights of way (Schedules 2 to 5), land in which new rights may be acquired (Schedule 6), amendments to statutes to ensure appropriate compensation is payable where new rights over land are acquired under the Order (Schedule 7), land which may be used temporarily for the Authorised Project (Schedule 8), provisions protecting statutory undertakers and their apparatus (Schedule 9), list of hedgerows that may be removed pursuant to article 33 (Schedule 10), the deemed marine licences (Schedules 11 and 12) and the Arbitration Rules (Schedule 13).

4. **PURPOSE OF THE ORDER**

- 4.1 As the Authorised Project is an offshore generating station with a capacity of over 100 MW, in England, it is a NSIP under sections 14(1)(a) and 15 of the 2008 Act. The Applicant therefore requires development consent under the 2008 Act in order to construct and operate the Authorised Project. Development consent may only be granted by order, following an application to the SoS (section 37 of the 2008 Act).
- 4.2 The Applicant is therefore making the Application to the SoS for a development consent order for the construction, maintenance and operation of an offshore wind turbine generating station.
- 4.3 The Order refers to the person authorised to exercise the powers in the Order as 'the undertaker', and defines the undertaker as Ørsted Hornsea Project Three (UK) Limited.

- 4.4 In addition to providing for the construction and operation of the Authorised Project, the Order will, in accordance with section 122 and section 120(3) / Schedule 5 of the 2008 Act, authorise the acquisition of land and rights over land, and the extinguishment of, or interference with, interests in or rights over land. The Book of Reference (Application Document Ref. 4.3) sets out a description of the land and interests included in the Order, and this is shown on the Land Plans (Application Document Ref. A.2.3.2). The Order provides for the areas which can be compulsorily acquired and what rights can be acquired, and what other rights and interests will be affected. The Order and the Book of Reference should be read together with the Statement of Reasons (Application Document Ref. 4.2) which accompanies the Application and sets out the justification for the acquisition or interference with the Order land.
- 4.5 The matters for which development consent is sought are summarised in paragraph 4.7 below and described more formally in Schedule 1 to the Order.
- 4.6 Section 115(1) of the 2008 Act provides that development consent may be granted for "(a) development for which development consent is required, or (b) associated development". The SoS must therefore be satisfied that all the elements included within the 'Authorised Project' are either part of the NSIP or are associated development, in order to include them in the Order pursuant to section 115 of the 2008 Act.
- 4.7 The generating station and related development within Work Nos. 1 constitute "development for which development consent is required" (as a NSIP, as set out above), and the Order also includes other development which is Associated Development (i.e. not an integral part of the NSIP itself) which are included at Work No. 2 to Work No.15. The Applicant has considered these works against the policy and criteria in DCLG 'Guidance on associated development applications for major infrastructure Authorised Projects' (April 2013) - it is clear that all of these works come within the guidance and are clearly capable of being granted development consent by the SoS pursuant to section 115.
- 4.8 The approach taken by the Applicant between those parts of the Authorised Project which form the NSIP and those parts that form Associated Development follows the approach taken by all DCO applications for offshore windfarms to date. It is also based on the distinction between generation and transmission assets under the Offshore Transmission Operator regime. This regime is regulated by the Electricity (Competitive Tenders for Offshore Transmission Licences) Regulations 2015 and requires, after construction, for the transmission assets to be owned and operated separately from the generating station.
- 4.9 In particular, Work Nos. 2 to Work No.15 are all:
- 4.9.1 directly associated with the NSIP, as they are all required to support the construction, maintenance or operation of the offshore wind turbine generating station, or to mitigate its impacts (paragraph 5(i) of the Guidance);
 - 4.9.2 subordinate to the NSIP - none of them are an aim in themselves (paragraph 5(ii));
 - 4.9.3 proportionate to the nature and scale of the NSIP (paragraph 5(iv)); and
 - 4.9.4 of a nature which is typically brought forward alongside a offshore wind turbine generating station (paragraph 6);
 - 4.9.5 listed in or analogous to the types of associated development listed in Annexes A and B to the Guidance. Those annexes mention (of relevance to Work No. 2 to Work No. 15):
 - (a) "Temporary haul roads" would include temporary vehicular access tracks (Work No.14);
 - (b) "Lay down areas" would include temporary storage areas to assist with the onshore connection works (Work Nos 13 &15);

- (c) "Connection to Electricity Networks" and "underground lines" would include onshore connection works (Work Nos. 6, 7, 8, 11 and 12);
- (d) Hard and soft landscaping would include landscaping and other works to mitigate adverse impacts;
- (e) "Onshore substations" would include a HVDC/HVAC substation and HVAC booster station (Work Nos. 9 and 10);
- (f) "Sea/land cable interface buildings and structures" would include offshore collector substations and offshore HVDC converter substations (Work No. 2);
- (g) "Sea/land cable interface buildings and structures" would include HVAC booster substations" (Work No. 3); and
- (h) "Jointing pits" would include jointing bays.

4.10 A more detailed description of the various elements of the Authorised Project is provided in Chapter 3 of the ES (Volume 1, Application Document Ref. 6.1.3).

5. PROVISIONS OF THE ORDER

5.1 The Order consists of 42 operative provisions, each referred to as articles, and 13 Schedules. The articles are considered below in numerical order (split between the 'Parts' of the Order), and Schedules are considered along with the article which introduces them or to which they relate.

Part 1 (Preliminary) and Part 2 (Principal Powers)

5.2 Articles 1 (*Citation and commencement*) and 2 (*Interpretation*) are preliminary provisions. Article 1 provides for the way in which the Order should be cited and when it takes effect.

5.3 Article 2 provides for the interpretation of the rest of the Order, including the Schedules. Where appropriate some Schedules also contain provisions setting out what terms mean in the relevant Schedule. Article 2 makes alterations to the model provisions to accommodate the departures from the model provisions elsewhere in the Order, and to add required definitions, including:-

5.3.1 Definitions of documents submitted as part of the Application and which are referred to in the Order have been added;

5.3.2 A definition of "commence" has been added to the Order, which excludes site preparation works. The effect of the definition is that certain 'carved out' works can be carried out prior to the requirements contained in Schedule 1 to the Order being discharged. The ability to do this is of critical importance to the Applicant in the context of the envisaged construction programme. It is considered that the works that are 'carved out' would not have any impact on the effectiveness of the requirements from an environmental protection perspective. The Applicant notes the definition of 'commence' was deleted by the Secretary of State when the A160/A180 (Port of Immingham Improvement) Development Consent Order 2015 was made. Highways England (the promoter of that scheme) drew the Secretary of State's attention to the consequences of this and a Correction Order was made, amending some of the requirements, and it was recognised by the Secretary of State in the Correction Notice that the deletion of the definition of 'commence' had 'the unintended consequence of removing an acceptable degree of flexibility in the implementation of the project and that this is a correctable error for the purposes of Schedule 4 to the Planning Act 2008';

5.3.3 A definition of "maintain" has been added to make clear what is authorised under article 4 (see below), and in particular that it does not permit the undertaker to carry out any maintenance operations which would cause different environmental effects to those identified in the ES (Application Document Ref. 6);

- 5.3.4 The "undertaker" is defined as Ørsted Hornsea Project Three Limited, who has the benefit of the provisions of the Order, subject to the provisions of article 5 (see below).
- 5.4 Article 3 (*Development consent etc granted by the Order*) grants development consent for the Authorised Development and consent for the ancillary works. Together the Authorised Development and the Ancillary Works form the Authorised Project. Schedule 1 describes the Authorised Project in detail, split into 'work numbers', each of which represents different sections or parts of the Authorised Project. This split of the Authorised Project between different work numbers enables the Order to refer to different parts of the Authorised Project by citing the relevant work number. In respect of Work Nos 1 to 5 these must be constructed seaward of MHWS and Work Nos 6 to 15 must be constructed landward of the MLWS.
- 5.5 Article 4 (*Power to maintain authorised project*) provides for the maintenance of the Authorised Project. Article 4 reflects the terms of the model provisions, but text has been added to make it clear that the powers conferred by the Article do not negate the need for the undertaker to obtain further marine licences for offshore works not covered by the deemed marine licences included in the Order. This approach isprecedented and the article is included in The East Anglia Three Offshore Wind Farm Order 2017.
- 5.6 Article 5(1) (*Benefit of Order*) overrides Section 156(1) of the 2008 Act (which is permitted by Section 156(2)) and provides that the benefit of the Order is for the undertaker, rather than anyone with an interest in the land.
- 5.7 Given the nature of the authorised development and the fact that powers of compulsory acquisition are sought it would be impracticable and inappropriate for the Order to be 'open' as to who may implement it, as might occur without this provision. Overriding section 156(1) is common in DCOs that have been made, including the Walney Extension Offshore Wind Farm Order 2014 and East Anglia Three Offshore Wind Farm Order 2017.
- 5.8 Article 5 provides that the undertaker can, with the written consent of the SoS, either transfer the benefit of the Order and/or grant to another person the benefit of the provisions of the Order and such related statutory rights as may be agreed. The Order includes drafting which makes it clear that the provisions of Article 5 apply to the Deemed Marine Licences and can be applied either whole or in part. The requirement to obtain the consent of the SoS is unnecessary under the circumstances referred to in sub paragraph (8) of the Article. They include the following:
- 5.8.1 where the transferee or lessee is a holder of a licence under the Electricity Act 1989; and
- 5.8.2 where the time limits for claims of compensation in respect of the acquisition of land or effects upon land as a consequence of the Order has elapsed.
- 5.9 The 2009 Act includes provisions relating to the transfer of a Deemed Marine Licence. This article makes it clear that the procedure included in sections 72(7) and (8) of that Act do not apply.
- 5.10 The provisions of Article 5 limits the transfer or grant to another person in respect of articles 8 (street works), 10 (temporary stopping up of streets), 17 (compulsory acquisition of land), 19 (compulsory acquisition of rights), 25 (temporary use of land for carrying out the authorised project) and 26 (temporary use of land for maintaining the authorised project). These powers may only be transferred or a lease granted where that person, in respect of the onshore works, is a licence holder under the Electricity Act 1989 and in respect of the functions under article 8 (street works) is a street authority.
- 5.11 Article 5 includes a procedure to be adopted when making an application to the Secretary of State for consent. So far as we are aware this approach is notprecedented but has been developed by the Applicant and its advisors on the basis of experience on other projects. It is considered necessary to provide certainty in the absence of any other statutory procedure for obtaining consent. The essential elements of this procedure are as follows:
- 5.11.1 Before any application is made to the SoS the Undertaker shall consult with the SoS and the SoS will provide a response within four weeks of receipt of the notice;

- 5.11.2 The SoS may not provide consent before consulting the MMO;
 - 5.11.3 The SoS shall determine an application for consent under this article within 8 weeks commencing on the date the application is received. This period can be extended where agreed in writing with the Undertaker;
 - 5.11.4 Where the SoS is minded to refuse any application or fails to determine an application within 8 weeks of receipt then the Undertaker may refer the matter for determination under article 36 (arbitration);
 - 5.11.5 Prior to any transfer or grant taking effect the Undertaker is required to notify in writing the SoS and so far as relevant the MMO and the relevant planning authorities. Sub paragraphs 10 to 12 of the Article stipulate the notification requirements that apply. In particular the notice must be received by the recipient a minimum of five days prior to the transfer taking effect.
- 5.12 Article 5(7) provides that where the Undertaker has transferred the benefit of the Order or granted the benefit of the Order to a lessee then:
- 5.12.1 the transferred benefit will include any rights that are conferred and any obligations that are imposed;
 - 5.12.2 the transferred benefit will reside exclusively with the transferee or the lessee and shall not be enforceable against the Undertaker;
 - 5.12.3 the benefits or rights conferred under sub paragraph (1) of the article is subject to the same restrictions, liabilities and obligations as applies to the Undertaker.
- 5.13 Article 5, with the exception of the procedure explained in paragraph 5.11, is precededented, see for example the East Anglia Three Offshore Wind Farm Order 2017.
- 5.14 Article 6 (*application and modification of legislative provisions*) has the effect of dis-applying legislative provisions as they would apply but for this article.
- 5.14.1 Article 6(1)(a) dis-applies the provisions of regulation 6 of the Hedgerows Regulations 1997 and allows those hedgerows specified in Schedule 10 of the Order to be removed so as to allow the Applicant to carry out the Authorised Project. The form of wording used in this article is precededented and has been used in many made orders, including the Walney Extension Offshore Wind Farm Order 2014 and East Anglia Three Offshore Wind Farm Order 2017.
 - 5.14.2 Article 6(1)(b) dis-applies provisions of the Neighbourhood Planning Act 2017. This disapplication would provide that the temporary possession provisions in that enactment would not take effect at the expense of the temporary possession provisions contained in the Order. The Applicant's rationale for this is that the provisions relating to temporary possession in the Neighbourhood Planning Act 2017 have not yet come into force and that regulations required to provide more detail on the operation of the regime have not yet been made. As such, it is considered appropriate to apply the 'tried and tested' temporary possession regime which has been included in numerous DCOs and Orders made under the Transport and Works Act 1992 to date.
- 5.15 Article 7 (*Defence to proceedings in respect of statutory nuisance*) provides that no one is able to bring statutory nuisance proceedings under the Environmental Protection Act 1990 in respect of noise, if the noise is created in the course of carrying out construction or maintenance or decommissioning of the Authorised Project and for which notice has been given under section 60 or consent obtained under section 61 or 65 of the Control of Pollution Act 1974 or which cannot be reasonably avoided as a consequence of the Authorised Project. Article 7 is a model provision.

Part 3 (Streets)

- 5.16 Article 8 (*Street works*) is a model provision and authorises the undertaker to carry out various works within the streets specified in Schedule 2 of the Order, which are within the Order limits. The works permitted by the article include (a) breaking up or opening a street, or sewer, drain or tunnel, (b) tunnel or boring under a street, (c) placing apparatus under a street or maintaining apparatus under a street or changing its position. The right given by the article is a statutory right for the purposes of 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the New Roads and Street Works Act 1991.
- 5.17 Article 9 (*application of the 1991 Act*) confirms that some of the provisions of the New Roads and Street Works Act 1991 apply to the carrying out of street works under article 8 and the temporary stopping up, alteration or temporary diversion of a street under article 10. The relevant provisions are referred to in sub-paragraph 2 of the Article. This is not a model provision, but is preceded in the Hornsea Two Offshore Wind Farm Order 2016 and the Hornsea One Offshore Wind Farm Order 2014.
- 5.18 Article 10 (*Temporary stopping up of streets,*) provides for the temporary stopping up, alteration or diversion of any streets, for the purposes of carrying out the Authorised Project.
- 5.19 This article largely follows the approach set out in the model provisions, save for:
- 5.19.1 There is an additional power given to the Undertaker which allows it to use any street temporarily stopped up as a temporary working site. The Undertaker may not use any street which is referenced in Schedule 4 without first consulting the street authority and any other street without having obtained the consent of the street authority who may attach reasonable conditions and such consent is subject to deemed consent provisions if the street authority does not notify the Applicant of its decision within 28 days of receiving an application;
- 5.19.2 The model provisions provide that where the street is specified in a Schedule to the Order that there is a requirement to consult the street authority, but there would be no need to obtain its consent. In respect of other streets, not specified in a schedule to the Order there would be a requirement to obtain the consent of the street authority. This mirrors Article 11 of the model provisions.
- 5.20 Article 11 (*temporary stopping up of public rights of way*) allows the Undertaker, where it is in connection with the carrying out of the Authorised Project, to temporarily stop up a public right of way where it is specified in Schedule 3 of the Order to the extent stipulated in the same schedule. This article is not a model provision, but it is preceded in the East Anglia Three Offshore Wind Farm Order 2017.
- 5.21 Article 12 (*Access to works*) is a model provision which permits the undertaker to form new or to improve existing means of access in the locations specified in Schedule 5 of the Order. Other means of access or works can also be provided in other locations reasonably required for the Authorised Project with the approval of the Relevant Planning Authority, in consultation with the highway authority. The Undertaker has included an additional provision in sub paragraph (2) of the article which provides where consent is required from the Relevant Planning Authority but that is not given within 28 days of it receiving the application then the Relevant Planning Authority is deemed to have provided consent. This is not a model provision, but is preceded in the Hornsea One Offshore Wind Farm Order 2014 and the East Anglia Three Offshore Wind Farm Order 2017.
- 5.22 Article 13 (*Agreements with street authorities*) is a modified model provision. The article included in the Order allows street authorities and the Undertaker to enter into agreements relating to any stopping up, alteration or diversion of a street and the carrying out of any works referred to in Article 8(1). The Applicant has removed reference to the ability to enter into an agreement with a street authority to allow the construction of any new street and the maintenance of any bridge or tunnel carrying a street over or under the Authorised Project as those powers are not required for the Authorised Project. This same approach was taken in the East Anglia Three Offshore Wind

Farm Order 2017, the Hornsea One Offshore Wind Farm Order 2014 and the Walney Extension Offshore Wind Farm Order 2014.

Part 4 (Supplemental Powers)

- 5.23 Article 14 (*Discharge of water*) is a model provision which enables the Undertaker to discharge water into any watercourse, public sewer or drain in connection with the construction and maintenance of the Authorised Project with the approval of the owner of the watercourse, public sewer or drain (such approval not to be unreasonably withheld) and subject to certain other conditions. The reference from the model provisions to s.85 of the Water Resources Act 1991 has been deleted as this section has now been repealed - this has been replaced with a reference to the Environmental Permitting (England and Wales) Regulations 2016 instead. The article has also been updated to reflect the current approach to the drafting of statutory instruments and so that if the Undertaker makes an application for consent under the provisions of the article but the relevant party does not provide notification of its decision within 28 days of the Undertaker's application then consent will have been deemed to have been given.
- 5.24 Article 15 (*Protective work to buildings*) is a model provision that allows the Undertaker, at its own expense, to carry out protective works to any building within the Order limits. Such protective works can be undertaken at any time before or during the carrying out in the vicinity of the relevant building works forming part of the Authorised Project. Protective works can also be undertaken after the carrying out the of works forming part of the Authorised Project for a period of 5 years from the day on which that part of the Authorised Project was first opened for use.
- 5.25 In addition to the powers to undertake protective works the article includes powers to enter any building and land within its curtilage to survey to determine whether protective works are needed and there are powers to enter adjacent land to carry out any protective works.
- 5.26 There is a requirement, before utilising the powers in the article, to serve notice on owners and occupiers with at least 14 days' notice of the said works. In respect of some of the powers included in the article there is an ability for a counter notice to be served by the land owner/occupier within a period of 10 days from the day on which the notice was served.
- 5.27 The article includes compensation provisions both in relation to the consequences of the protective works being undertaken, but also where protective works are undertaken but they are inadequate to protect the building or land from damage (within a period of 5 years from the date that part of the development is first opened for use).
- 5.28 The model provision has been modified to provide that section 13 (refusal to give possession to acquiring authority) of the Compulsory Purchase Act 1965 applies to the 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) of the 2008 Act.
- 5.29 Article 16 (*Authority to survey and investigate the land onshore*) is a modified model provision which allows the Undertaker to survey and investigate land, including bringing equipment onto the land and making trial holes. The power is subject to a number of conditions including a requirement for 14 days' notice to be given and is subject to the payment of compensation.
- 5.30 The model provision has been modified as follows:
- 5.30.1 sub paragraph 4 provides that no trial holes may be made in land forming part of a railway or land held by or in right of the Crown without the consent of Network Rail or the Crown respectively;
- 5.30.2 Trial holes may not be made in a highway or private street without the consent of the highway or street authority. If a highway or street authority after having received an application to make trial holes within a highway or private street fails to notify the undertaker within 28 days of having received the application it will have been deemed to have provided consent. Similar provisions do not apply in relation to Network Rail or the

Crown. This approach has been adopted in the Walney Extension Offshore Wind Farm Order 2014, the Hornsea One Offshore Wind Farm Order 2014, the Hornsea Two Offshore Wind Farm Order 2016 and the East Anglia Three Offshore Wind Farm Order 2017.

- 5.30.3 Section 13 (*refusal to give possession to acquiring authority*) of the Compulsory Purchase Act 1965 will apply in respect of entry onto, or possession of land under the article.

Part 5 (Powers of Acquisition)

- 5.31 Article 17 (*Compulsory acquisition of land*) provides for the compulsory acquisition of such land as is required for the Authorised Project (or to facilitate the Authorised Project or is incidental to the Authorised Project). Article 20 makes consequential provision for the extinguishment of rights in the land in order to ensure that they cannot impact on implementation or use of the Authorised Project. The article broadly follows the model provision, although reference to compensation for the extinguishment or suspension of a private right of way has been deleted as this is dealt with in article 20 (private rights).
- 5.32 Article 18 (*Time limit for exercise of authority to acquire land compulsorily*) is a model provision which imposes a time limit of 7 years for the exercise of powers of compulsory acquisition. There is one departure from the model provision and that is that the time limit has been extended from 5 years to 7 years. This extra time is due to the complexity and scale of the project, and at this stage, unknown contractor and supply chain availability.
- 5.33 Article 19 (*Compulsory acquisition of rights*) entitles the undertaker to acquire rights over land and impose restrictive covenants which may be compulsorily acquired, including rights already in existence, or to create new rights.
- 5.34 The article provides that in respect of the Order land specified in Schedule 6 of the Order the undertakers powers of acquisition are limited to the purposes specified in that same schedule. The ability to acquire new rights ensures that the undertaker is able to seek a lesser interference with land where this is appropriate (whether in the context of new or existing rights) as the Authorised Project is implemented.
- 5.35 Sub paragraphs 5 and 6 provide, where the acquisition of new rights or the imposition of a restriction under the Order is required for a statutory undertaker, the undertaker may, with the consent of the SoS transfer the powers to the statutory undertaker.
- 5.36 This article is a departure from the model provisions, but is preceded in the East Anglia Three Offshore Wind Farm Order 2017.
- 5.37 Article 20 (*Private rights*) is based on a model provision and has the effect of extinguishing private rights over land where: (1) land is subject to compulsory acquisition under article 17 of the Order; or (2) land is subject to compulsory acquisition of rights or the imposition of restrictive covenants under article 19. The article also suspends private rights for as long as the undertaker is in temporary possession of land under the Order.
- 5.38 In sub-paragraph 4 reference is made to section 152 of the 2008 Act to make it clear that compensation is payable and that such compensation would be payable under this section of the 2008 Act rather than the Compulsory Purchase Act 1965.
- 5.39 Article 21 (*Application of the Compulsory Purchase (Vesting Declarations) Act 1981*) applies the vesting procedures in the Compulsory Purchase (Vesting Declarations) Act 1981 to the exercise of powers of compulsory acquisition pursuant to the Order. It gives the Undertaker the option to acquire land via the process set out under the 1981 Act, rather than the notice to treat procedure. This article has been updated to incorporate and reflect the changes brought about by the Housing and Planning Act 2016.
- 5.40 Article 22 (*Acquisition of subsoil only*) permits the Undertaker to acquire only the subsoil of land which is to be compulsorily acquired (either pursuant to article 17 or 19), and gives the Undertaker

the ability to minimise the extent of interests acquired from owners. This article is appropriate in the context of cables or pipes to be laid underground as part of the Authorised Project, where acquisition of the 'entire' freehold may not be required. This is a model provision.

- 5.41 Article 23 (*Application of Part 1 of the Compulsory Purchase Act 1965*) modifies the provisions of Part 1 of the Compulsory Purchase Act 1965 as applied to the Order by section 125 of the 2008 Act. This provision reflects recent changes introduced by the Housing and Planning Act 2016. Paragraphs (1) to (3) amend the provisions of the Compulsory Purchase Act 1965 so they are consistent with the terms of the Order and paragraph (4) makes it clear that the notice periods introduced by the Housing and Planning Act 2016 do not apply to the temporary possession or use of land under articles 23 or 24 of this Order. These modifications have broad precedent in Schedule 14 to the High Speed Rail (London – West Midlands) Act 2017 and are reflected in the Wrexham Gas Fired Generating Station Order 2017.
- 5.42 Article 24 (*Rights under or over streets*) is a model provision which allows the Undertaker to enter on and appropriate interests within streets where required for the purpose of the Authorised Project without being required to acquire that land. Provision is made for the payment of compensation in certain circumstances.
- 5.43 Article 25 (*Temporary use of land for carrying out the authorised development*) allows two categories of land to be temporarily used for the carrying out of the Authorised Project. These are:
- 5.43.1 The land specified in Schedule 8 of the Order for the purposes specified in that Schedule;
- 5.43.2 Any other Order land where no notice of entry or general vesting declaration has been served.
- 5.44 In addition to the ability to enter on and take temporary possession of Order land Article 25(1)(b)-(f) stipulate various activities that can be undertaken pursuant to the Article. This list has been modified from the model provision to stipulate project specific activities (e.g. removal of agricultural plant).
- 5.45 Sub-paragraph 8 provides that the Undertaker may not compulsorily acquire any of the land specified in Schedule 8, except that the Undertaker may acquire new rights or impose new restrictive covenants where that land is also specified in Schedule 7 of the Order and it may acquire rights in the subsoil.
- 5.46 There is a limit on the length of time that the Undertaker can use land under this article: being a period of 1 year beginning on the day of completion of that part of the Authorised Project, unless the Undertaker has already served a notice to treat or general vesting declaration.
- 5.47 In addition the article includes several other provisions, including:
- 5.47.1 the Undertaker must provide at least 14 days' notice to the relevant owner/occupiers' before entering the land;
- 5.47.2 before giving up occupation of land the Undertaker must remove the temporary works and restore the land to the reasonable satisfaction of the owner. The model provision has been modified to specify certain operations that are not required to be removed. This approach is specific to the Authorised Project and is necessitated by the Authorised Project; and
- 5.47.3 compensation provisions are included to compensate owner/occupiers' affected by their land being temporarily used for carrying out the Authorised Project.
- 5.48 The article is a departure from the model provisions, but is precedent: see the East Anglia Three Offshore Wind Farm Order 2017
- 5.49 A similar provision is made in article 26 (*Temporary use of land for maintaining the authorised project*) for the temporary use of land for maintenance of the Authorised Project. The maintenance

period in which the power can be exercised is beginning with the date on which a phase of the Authorised Project first exports electricity to the national electricity transmission network. The article is model provision and it allows an Undertaker to take temporary possession of land within the Order limits if it is reasonably required to maintain the Authorised Project and it also allows temporary works and buildings to be constructed if reasonably necessary. The power is limited and cannot be exercised in respect of a house, garden or any other building where it is occupied.

5.50 There are several provisions that apply:

5.50.1 The Undertaker must provide at least 28 days notice to the relevant owner/occupiers' before taking temporary possession;

5.50.2 The Undertaker may only retain possession for as long as is reasonably necessary to carry out the maintenance;

5.50.3 When returning the land after the temporary possession the Undertaker must remove temporary works and restore the land to the reasonable satisfaction of the owners;

5.50.4 Compensation provisions are included to compensate owner/occupies affected by their land being temporarily used for the maintenance of the Authorised Project.

5.51 Article 27 (*Statutory undertakers*) is based on the model provision subject to some amendments and it provides for the acquisition of land belonging to statutory undertakers that is identified in the Book of Reference (Application Document Ref. 4.3). This includes a power to move the apparatus of those statutory undertakers and to extinguish their rights. This article is subject to the protective provisions (see article 41 below) included at Schedule 9 of the Order.

5.52 Article 28 (*Recovery of costs of new connections*) provides that persons who have to create a new connection following the exercise of powers under article 27 may recover the costs of new connections from the Undertaker. It is a model provision.

Part 6 (Operations)

5.53 Article 29 (*Operation of generating station*) permits the operation and use of the offshore wind turbine generating station comprised in the Authorised Project. Article 29(2) specifically preserves the need for the undertaker to obtain any other operational consent that may be needed, in addition to the Order.

5.54 Article 30 (*deemed marine licences under the 2009 Act*) grants the deemed marine licences included in schedule 12 (*deemed generator assets marine licence*) and schedule 13 (*deemed transmission assets marine licence*). The deemed consent is provided for under 149A of the 2008 Act and under section 65 of the Marine and Coastal Access Act 2009, the successor provision to section 34 of the Coast Protection Act 1949.

Part 7 (Miscellaneous and general)

5.55 Article 31 (*Application of landlord and tenant law*) is a model provision which would override landlord and tenant law so far as it would prejudice the operation of any agreement for leasing the whole of the Authorised Project or the right to operate the same or any agreement entered into by the Undertaker for the construction, maintenance, use or operation of the Authorised Project.

5.56 Article 32 (*Operational land for purposes of the 1990 Act*) is a model provision which has the effect of ensuring that the land on which the Authorised Project is constructed will be "operational land" under section 263 of the 1990 Act.

5.57 Article 33 (*Felling or lopping of trees*) provides that the Undertaker may fell or lop or cut back the roots of any tree which is not subject to a tree preservation order or shrub to prevent it obstructing or interfering with the construction, maintenance or operation of the Authorised Project. Compensation is provided for if loss or damage is caused. The article is consistent with the model provision, except the Undertaker has further limited the power so that it does not apply to trees

subject to a tree preservation order which are subject to article 34 (*Trees subject to a tree preservation order*).

- 5.58 Subparagraph (4) of the article is not part of the model provisions, but is preceded in the Hornsea Two Offshore Wind Farm Order 2016 and the East Anglia Three Offshore Wind Farm Order 2017.
- 5.59 Article 34 (*trees subject to tree preservation orders*) provides that the Undertaker may fell or lop or cut back the roots of any tree which is subject to a tree preservation order or shrub to prevent it obstructing or interfering with the construction, maintenance or operation of the Authorised Project. Compensation is provided for if loss or damage is caused.
- 5.60 The article is a model provision save for that the article applies generally to any tree subject to a tree preservation order made before and after the date of the Order coming into effect and either within or overhanging the Order limits.
- 5.61 Article 35 (*Certification of plans etc*) is a model provision which provides for the submission of the various documents referred to in the Order (such as the Book of Reference, plans and ES) to the SoS so that they can be certified as being true copies.
- 5.62 Article 36 (*Arbitration*) is an arbitration provision and it is a departure from the model provision. The Applicant and its advisors have developed an arbitration article which provides an arbitration process. It is considered that this approach will provide greater certainty to all parties involved in the process and is preferential to the approach adopted in the model provisions.
- 5.63 The article provides that differences under the Order should be settled by arbitration unless another means of resolving a dispute is provided for in the Order. The arbitrator will be appointed by the parties within 14 days of receipt of a notice of arbitration or failing agreement within this time period then by the SoS following application by one of the parties. If the SoS fail to make an appointment within 14 days of referral the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.
- 5.64 Where the referral to arbitration relates to a difference with the SoS and the parties cannot agree an arbitrator then either party may refer the matters to the Centre for Effective Dispute Resolution for appointment of an arbitrator.
- 5.65 It applies Schedule 13 of the Order which sets out further detail of the arbitration process. The details of Schedule 13 is set out below.
- 5.66 Article 37 (*Requirements, appeals etc.*) has the effect of providing that section 78 of the 1990 Act applies to the discharge of requirements included in Schedule 1 of the Order. This means that the Undertaker has a right of appeal to the SoS if an application is made to discharge a requirement and that application is refused or not determined.
- 5.67 Article 38 (*Abatement of works abandoned or decayed*) is intended to make sure that the Undertaker will not abandon or allow to fall into decay Work Nos 1, 2 or 3. It provides a power which enables the SoS, following consultation with the Undertaker, to serve notice on the Undertaker requiring it, at its own expense, to remove or restore those works. Section 105 of the Energy Act 2004 makes provision for the SoS being able to serve notice on the Undertaker requiring it to submit a decommissioning programme for approval. The provisions of this article do not cut across this statutory provision but supplement it.
- 5.68 Article 39 (*Saving provisions for Trinity House*). This is a model provision for harbours and is commonly used in DCOs for offshore wind farm turbine generating stations. It is intended to provide protection to Trinity House.
- 5.69 Article 40 (*Crown rights*) is not a model provision, but it reflects the terms of section 135 of the 2008 Act and is also preceded. It has been used in many made orders, including the East Anglia Three Offshore Wind Farm Order 2017.

- 5.70 The intention of the article is to protect the Crown in respect of its land and interests, both when it holds the land or where it is held by another person (such as a government department). In particular it provides that nothing in the Order authorises the undertaker (or licensee of the undertaker) to interfere with any land or rights in that land as follows:
- 5.70.1 Where it belongs to Her Majesty in right of the Crown and forms part of the Crown Estate without the consent in writing of the Crown Estate Commissioners;
 - 5.70.2 Where it belongs to Her Majesty in right of the Crown, but does not form part of the Crown Estate without the consent in writing of the government department that is managing that land; and
 - 5.70.3 Where it belongs to a government department or is held in trust for Her Majesty for the purposes of a government department without the consent of that government department.
- 5.71 Sub-paragraph 2 provides that the prohibition in sub-paragraph 1 of the article does not apply where it is proposed to compulsorily acquire an interest in crown land which is held by a person which is not Her Majesty in right of the Crown or it is not being held on the Crown's behalf provided consent is provided in writing by the appropriate Crown authority.
- 5.72 Article 41 (*Protective provisions*) provides for Schedule 9, which protects the interests of certain statutory undertakers, to have effect.
- 5.73 Article 42 (*Funding*) provides that the Undertaker may not exercise a number of powers prior to it putting into place a guarantee equal to liabilities upon the Undertaker to pay compensation under the relevant provisions (such sum to be approved by the SoS) or an alternative form of security approved by the SoS.
- 5.74 The relevant powers are article 17 (compulsory acquisition of land), article 19 (compulsory acquisition of rights), article 20 (private rights), article 22 (acquisition of subsoil only), article 24 (rights under or over streets), article 25 (temporary use of land for carrying out the authorised project), article 26 (temporary use of land for maintaining the authorised project) and article 27 (statutory undertakers).
- 5.75 The article provides that the funding guarantee or alternative form of security must be in a form which enables a person entitled to compensation to be able enforce the said guarantee or alternative form of security. The guarantee/alternative form of security is required to be in place for a maximum of 15 years from the date that the relevant power has been exercised.

6. SCHEDULES

- 6.1 Schedule 1 describes the Authorised Project in detail, split into 'work numbers', each of which represents different elements of the Authorised Project. This split of the Authorised Project between different work numbers enables the Order to refer to different parts of the Authorised Project by citing the relevant work number.

- 6.2 The works set out in Schedule 1 to the Order are explained in paragraphs 2.10 to 2.14 above.

Schedule 1 – Part 3 (requirements)

- 6.3 This part of Schedule 1 sets out the requirements which apply to the carrying out of and operation of the Authorised Project under the Order.
- 6.4 The requirements closely relate to the mitigation set out in the ES (Application Document Ref. 6) and a number of them specifically refer to the ES in order to ensure that the mitigation or other measures outlined in those documents are secured.
- 6.5 Many of the requirements require submission of details for approval to the Relevant Planning Authorities. Those requirements are drafted with a view to enabling the Undertaker to obtain

approval for part of the Authorised Project and not require it to discharge the requirement for the whole of the Authorised Project where this approach has been taken. This approach permits an appropriately flexible approach to the discharge of requirements by the Undertaker. This provides an appropriate balance between development not starting until details are approved, and allowing other parts of the Authorised Project (where details are already approved) to be constructed.

- 6.6 Many of the requirements provide for a document (such as details, a method statement, a plan, a programme or scheme) specifying how the undertaker will construct, operate or maintain the Authorised Project to be submitted for approval to the Relevant Planning Authorities. The model provisions have been adapted throughout to provide that it is for the Relevant Planning Authorities to approve the relevant document (rather than, as in the model provisions, the Infrastructure Planning Commission).
- 6.7 A further departure from the model provisions is in relation to the duty to consult with a third party about a document submitted to the planning authority for approval. Where consultation is required under the draft Order it is, in each case, the Relevant Planning Authority's duty to carry it out before approving a document submitted to it (rather than, as in some of the model provisions, the undertaker's duty to carry it out before submitting the document for approval). Where it is considered that it would be particularly relevant for the Relevant Planning Authority to consult a third party, that third party has been named within the relevant requirement. For example this has been done in requirement 9 which requires Natural England to be consulted in respect of the discharge of the Ecological Management Plan.
- 6.8 In all cases where a scheme or plan is to be submitted for approval to an approving authority there is a requirement for the Undertaker to implement the approved scheme or plan.
- 6.8.1 *Requirement 1: Commencement of the authorised project* - This requirement is based upon the model provisions, but substitutes a requirement to commence the Authorised Project within 5 years to 7 years of the date of the Order coming into force. The justification for the extension of the time period to exercise compulsory purchase powers is included at paragraph 5.32. The same justification applies to the departure to the model requirement here.
- 6.8.2 *Requirements 2 to 4: Detailed offshore design parameters* - These requirements set out the detailed design parameters within which the Authorised Project must be constructed. The relevant design parameters are shown in the table included at Appendix 1. In summary the design parameters are as follows:
- (a) Requirement 2 sets out the maximum design parameters for the wind turbine generators;
 - (b) Requirement 3 sets out the maximum design parameters for the offshore electrical installations and offshore accommodation platforms;
 - (c) Requirement 4 sets out the maximum scour protection for wind turbine generators, offshore accommodation platforms and offshore electrical installations;
 - (d) Requirement 5 stipulates that the maximum number of cables systems must not exceed 6 and is stipulates the maximum length of the cables compromised in work 1(c), 2(d) and 3(d). Further it sets out that the total number of cable protection will not exceed 2,201,000 cubic meters with a maximum footprint of 1,540,700 square metres. In respect of the total volume of cable protection associated with cable crossings this will not exceed 784,875 cubic metres and a maximum footprint of 747,500 square metres.
- 6.8.3 *Requirement 6: Phases of authorised development* – The requirement stipulates that no part of the authorised development may be commenced until a written scheme of the phases of the authorised development has been submitted and approved. In respect of the connection works the approving authority will be the Relevant Planning Authority and

in respect of works seaward of the MHWS it is the MMO. Once approved the scheme must be implemented as approved.

6.8.4 Requirement 7: *Detailed design approval onshore* – This requirement provides that the Undertaker must obtain approval from the Relevant Planning Authority for the details of:

- (a) the layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) external appearance;
- (e) hard surfacing materials;
- (f) vehicular and pedestrian access and circulation areas;
- (g) minor structures, such as furniture, refuse or other storage units, signs and lighting;
- (h) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports; and
- (i) implementation timetables for all landscape works.

prior to the commencement of the connection works in Work No.9 or Work No.10. The details submitted must be in accordance with the parameters set out in the limits of deviation set out in the onshore limits of deviation plan.

6.8.5 Requirements 8 & 9: *Provision of landscaping and implementation and maintenance of landscaping* – The Undertaker is required, before it commences any phase of the connection works, to submit a written landscape management scheme and associated works programme which accords with the outline landscape scheme and management plan and outline ecological management plan for approval to the Relevant Planning Authority in consultation with Natural England. The requirement stipulates what matters must be included in the landscape management scheme. All landscaping works are required to be carried out in accordance with the approved documents and the relevant recommendations of appropriate British Standard. If any tree or shrub which is planted is, within the period of five years following planting, removed by the undertaker, dies or becomes damaged or diseased then it must be replaced in the first available planting season with a specimen of the same species and size.

6.8.6 Requirement 10: *Ecological management plan* – An ecological management plan, which is in accordance with the outline ecological management plan, is required to be approved for each phase of the connection works prior to that phase commencing. The ecological management plan is to be approved by the Relevant Planning Authority, but also in consultation with Natural England.

6.8.7 Requirement 11: *Highway accesses* – Construction of any access shall not be commenced by the Undertaker until it has obtained the written approval, for that access, for the siting, design, layout and any access management measures for any new, permanent or temporary means of access to a highway to be used by vehicular traffic or any alteration to an existing means of access to a highway to be used by vehicular traffic, for each stage of the connection works prior to that stage commencing. The approving authority is the Relevant Planning Authority in consultation with the highway authority.

6.8.8 Requirement 12: *Fencing and other means of enclosure* – The Undertaker is required to obtain the written approval from the Relevant Planning Authority for any proposed

permanent fences, walls or other means of enclosure for each phase of the connection works prior to that phase commencing. All temporary fences, walls or other means of enclosure must be provided, for that phase, in accordance with the outline code of construction practice. Construction sites must remain securely fenced in accordance with the code of construction practice and any temporary fencing must be removed once the relevant phase of the connection works are complete. Where any permanent fencing relates to an the onshore HVDC/HVAC substation or onshore HVAC booster station then that fencing must be erected before they are brought into use and it must then be maintained through out the lifetime of that piece of infrastructure.

- 6.8.9 Requirement 13: *Surface and foul water drainage* – There is a requirement for the Undertaker to obtain the written approval of the Relevant Planning Authority in respect of surface water treatment and where relevant foul water drainage system (including means of pollution control), for each phase of the connection works prior to that phase commencing. The Relevant Planning Authority will need to consult with the sewage and drainage authorities as well as the Environment Agency before providing approval.
- 6.8.10 Requirement 14: *Contaminated land and groundwater scheme* - No phase of the authorised development may be commenced until a scheme dealing with any contamination of land, to include ground water, which is likely to cause significant harm to persons or controlled waters or the environment has been submitted to the Relevant Planning Authority in consultation with the Environment Agency and to the extent that the plan relates to the intertidal area, the MMO. The scheme to be submitted to discharge this requirement must include a investigation and assessment report, prepared by a specialist consultant, approved by the Relevant Planning Authority, to identify the extent of contamination and necessary remedial measures, together with a management plan which sets out long term measures with respect to any contaminants remaining on the site.
- 6.8.11 Requirement 15: *Surface water* – Construction works (or part thereof) relating to the HVDC/HVAC substation or onshore HVAC booster station shall not commence until a detailed surface water scheme in accordance with the outline code of construction practice and based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the onshore HVDC/HVAC substation has been submitted to and approved by the Relevant Planning Authority, in consultation with the Environment Agency or the relevant drainage board.
- 6.8.12 Requirement 16: *Onshore Archaeology* – The Undertaker must submit to the Relevant Planning Authority a written scheme of archaeological investigation for approval, for each phase of the connection works, before that phase commences. Thereafter the scheme must be undertaken in accordance with the approved details.
- 6.8.13 Requirement 17: *Code of construction practice* - The Undertaker must submit to the Relevant Planning Authority (in consultation with the relevant highway authority and the MMO) a code of construction practice for approval, for each phase of any works landward of MLWS, before that phase commences. The details submitted must accord with the outline code of construction practice.
- 6.8.14 Requirement 18: *Construction traffic management plan* - The Undertaker must submit to the Relevant Planning Authority a construction traffic management plan for approval, for each phase of the connection works, before that phase commences. The Relevant Planning Authority is required to consult the relevant highway authority before approving the construction traffic management plan. The requirement includes a list of matters that must be covered in the construction traffic management plan.
- 6.8.15 Requirement 19: *European protected species onshore* – Prior to any phase of the connection works commencing a final pre-construction survey (which must be no more than 12 months old) must be undertaken to establish whether any European protected species are present on the affected land or in any of the trees to be lopped or felled. If the pre-construction surveys identify any European protected species then the relevant part

of the connection works cannot commence until the Relevant Planning Authority has approved a scheme of protection and mitigation measures or a European protected species licence has been granted. The scheme may only be approved by the Relevant Planning Authority in consultation with Natural England.

- 6.8.16 Requirement 20: *Restoration of land used temporarily for construction* – Land will be used onshore during the construction period but which will not be incorporated into the permanent works or approved landscaping. In respect of this land it must be reinstated in accordance with details to be approved by the Relevant Planning Authority (in consultation with the relevant highways authority and where appropriate the MMO). Such reinstatement works should be completed as soon as reasonably practicable but at the latest within 12 months of completion of the works.
- 6.8.17 Requirement 21: *Control of noise during operational phase* – Prior to commencement of licensed activities landward of MHWS a noise management plan ("NMP") must be submitted by the Undertaker to the Relevant Planning Authority for approval. The NMP must detail appropriate noise attenuation and mitigation measures necessary to attenuate noise from Work No.10, including any relevant noise limits and a scheme for monitoring the effectiveness of the measures identified in the NMP.
- 6.8.18 Requirement 22: *Local skills and employment* – An employment and skills plan, must be prepared in relation to the authorised development and submitted to the relevant planning authority for approval. The requirement sets out that the plan must be prepared in consultation with New Anglia LEP and Humber LEP and that it will be required to identify opportunities for individuals and businesses based in the regions of East Anglia and Humber to access employment opportunities associated with the authorised development.
- 6.8.19 Requirement 23: *Onshore decommissioning* - Once the connection works are no longer in commercial operation there is a requirement for the Undertaker to submit an onshore decommissioning plan to the Relevant Planning Authority for approval within 3 months of the connection works ceasing to be used.
- 6.8.20 Requirement 24: *Requirement for written approval* – This requirement confirms where the approval of a party is required that it must be in writing.
- 6.8.21 Requirement 25: *Amendments to approved details* – This requirement allows details which have been submitted and approved by the Relevant Planning Authority (or another person) to be amended/varied in writing by the Relevant Planning Authority. The amendment or variation must always be in accordance with the principles and assessment undertaken in the environmental statement and must not give rise to any materially new or different environmental effects from those assessed in the original environmental statement.
- 6.9 Schedule 2 (*Streets subject to street works*) sets out the streets that would be subject to street works (including reference to the location and the specific street).
- 6.10 Schedule 3 (*Streets to be temporarily stopped up*) sets out the streets to be temporarily stopped up. It references the street and the extent of the street that may be stopped up.
- 6.11 Schedule 4 (*Public rights of way to be temporarily stopped up*) sets out the public rights of way to be temporarily stopped up. It references the public right of way and the extent of the public right of way that may be stopped up.
- 6.12 Schedule 5 (*Access to works*) sets out those accesses that will be created to carry out the Authorised Project.
- 6.13 Schedule 6 (*Land in which only new rights etc. may be acquired*) specifies both the areas of land in which only new rights may be acquired by the Undertaker and the nature of the rights that may be acquired.

- 6.14 Schedule 7 (*Modification of compensation and compulsory purchase enactments for creation of new rights*) modifies existing compensation legislation including the Land Compensation Act 1973 and the Compulsory Purchase Act 1965. This has been updated to reflect any necessary changes arising as a result of the Housing and Planning Act 2016.
- 6.15 Schedule 8 (*Land of which temporary possession may be taken*) sets out the land of which only temporary possession may be taken, pursuant to article 24.
- 6.16 Schedule 9 (*Protective provisions*) sets out protective provisions for the benefit of statutory undertakers whose equipment may be affected by the Authorised Project. The undertaker has engaged with relevant statutory undertakers and will continue to do so following submission of the Application with a view to agreeing bespoke protective provisions for inclusion in the Order (or where appropriate to agreeing terms for such provisions outside the Order itself).
- 6.17 Schedule 10 (*Hedgerows*) sets out the hedgerows that may be removed pursuant to article 33.
- 6.18 Schedules 11 and 12 (*Deemed Marine Licence*) sets out the marine licences referred to in article 30, which would be deemed to be granted for works comprised in the Authorised Project.
- 6.19 Schedule 11 includes the Deemed Marine Licence for Generation assets. The model provisions do not include a draft marine licence, but a standard structure has been developed by previous applications for development consent for offshore wind farms. The Applicant has adopted a similar approach for the Authorised Project.

Part 1 – Licenced activities

- 6.20 Paragraph 1 (*Interpretation*) – provides the definition and interpretation of key terms used in the licence. Many of the terms included in this paragraph are identical to the terms in Article 2 of the Order.
- 6.21 Paragraphs 2 to 4 (Details of licenced marine activities) - provides details of the licensable marine activities as they relate to the generation assets, both in terms of construction as well as operation. It replicates the description of the Authorised Development in Schedule 1 of the Order and it also describes the substances that may be disposed of as part of construction of the Authorised Development.
- 6.22 Paragraph 5 sets out the grid co-ordinates for the Authorised Development comprising Work No.1.
- 6.23 Paragraph 6 confirms that any site preparation works undertaken will not be considered to have commenced the licenced activities.
- 6.24 Paragraph 7 confirms that the deemed marine licence remains in force until the Authorised Project has been decommissioned.
- 6.25 Paragraph 8 confirms that the provisions of section 72(7) of the 2009 Act do not apply to any transfer of the deemed marine licence unless it is a transfer not falling within Article 5 of the Order. This is necessary to ensure that there is no conflict between the operation of Article 5 of the Order and Section 72(7) of the 2009 Act.
- 6.26 Paragraph 9 confirms that where any licenced activity is to be undertaken in accordance with a plan, protocol or statement approved under the licence, the approved details will include any amendments approved by the MMO.
- 6.27 Paragraph 10 confirms that any amendments made to any approved details must be in accordance with the principles and assessments set out in the Environmental Statement.
- 6.28 Paragraph 11 provides that the arbitration procedure set out in Schedule 13 will apply to any differences between the parties.

Part 2 – Conditions

- 6.29 Conditions 1 to 3 (*Design parameters*) repeat the design parameters included in Schedule 1, Part 3 of this Order.
- 6.30 Condition 4 (*Maintenance of the authorised development*) – confirms that the Undertaker may maintain the Authorised Development except where the terms of the licence provides otherwise. All maintenance works must have been assessed in the Environmental Statement.
- 6.31 Condition 5 (*Notifications and inspections*) - provides for a procedure of supplying copies of the licence to agents, contractors, restricting the use of contractors and vessels notified to the MMO and publicising commencement of the licenced activities.
- 6.32 Condition 6 and 7 (*Aids to Navigation*) – provides for various matters in respect of aids to navigation including the requirement to maintain navigation aids and a procedure to be followed where an aid to navigation fails. There is also a requirement to provide notice to mariners and notification of the progress of works to Trinity House.
- 6.33 Condition 8 (*Aviation safety*) - requires the Undertaker to notify the Defence Infrastructure Organisation Safeguarding regarding the construction and dimensions of the Authorised Development.
- 6.34 Condition 9 (*Chemicals, drilling and debris*) - sets standards that must be met by the Undertaker in respect of the chemicals and other substances that can be used and how they can be stored, transported and where they can be disposed of. There are also provisions relating to chemicals and other substances that cannot be disposed of and a procedure to be followed should objects be dropped unintentionally.
- 6.35 Condition 10 (*Force majeure*) – provides for deposits during an emergency situation and the requirement for the Undertaker, at its own cost, to recover that deposit.
- 6.36 Condition 11 and 12 (*Pre-construction plans and documentation*) – provides a requirement for the Undertaker to obtain the approval, before the commencement of licenced activities, of a range of documentation. The documentation includes a design plan, construction programme, construction method statement, project environmental management and monitoring plan, scour protection management plan, pre-construction monitoring surveys, marine mammal mitigation protocol, cable specification and installation plan, offshore operations and maintenance plan and an aid to navigation management plan. Paragraph (2) includes a requirement to submit a written scheme of archaeological investigation and paragraph (3) requires a fisheries and coexistence and liaison plan. Paragraph (4) provides in the event that part driven pile foundations are proposed that the design plan secures mitigation to ensure that there will be no adverse effect on the integrity of any relevant European site.
- 6.37 Condition 12 stipulates time scales for the submission of the relevant programmes, plans, protocols or schemes and the time period in which they should be determined by the MMO. It also applies the arbitration procedure in Article 36 and Schedule 13.
- 6.38 Condition 13 (*Offshore safety management*) requires the submission of an Emergency Response Co-operation Plan by the undertaker and provides that no part of the authorised scheme can commence until it has been approved.
- 6.39 Condition 14 (*Reporting of engaged agents, contractors and vessels*) requires the Undertaker to provide the MMO details of agents and contractors engaged in licenced activities.
- 6.40 Condition 15 (*Monitoring and surveys*) – requires the Undertaker to submit a monitoring plan in accordance with the in-principle monitoring plan for approval by the MMO. The condition sets out what must be included within the monitoring plan.
- 6.41 Schedule 12 includes the deemed marine licence for transmission assets. It largely duplicates the provisions of the deemed marine licence for the generation assets in Schedule 11 of the Order.

- 6.42 Schedule 13 (*Arbitration rules*) – As explained in relation to article 36 the Undertaker together with its advisors have developed an arbitration procedure, secured through the DCO. This approach is notprecedented within the context of DCOs, but it is recommended as a good practice point in the PINS advice note 15: Drafting development consent orders. The intention is to achieve a fair, impartial and binding award on substantive differences between the parties (with the exception of costs). Further, the objective is to achieve determination within 4 months from the date the arbitrator is first appointed to ensure that any disputes are resolved quickly. In the context of the pressing need for new power generation, particularly by renewable means, identified in the National Policy Statements, it is considered desirable that any disputes are resolved promptly to enable delivery of the Authorised Project as timely as possible.
- 6.43 This schedule refers to the person who commenced the arbitration as the Claimant and the other party as the Respondent.
- 6.44 The timetable for the process is as follows:
- 6.44.1 Within 14 days of the Arbitrator being appointed the Claimant shall serve on the Respondent and the Arbitrator a statement of case and all supporting evidence to support the claim.
 - 6.44.2 Within 14 days of receipt of the Claimant's statement of case and supporting evidence the Respondent will serve a statement of defence and all supporting evidence to support its defence, together with any objections to the Claimant's documentation.
 - 6.44.3 Within 7 days of receipt of the Respondent's documentation the Claimant may make a Statement of Reply.
- 6.45 The costs of the arbitration will be awarded by the arbitrator and the principle that costs will follow the event will be adopted. Costs will include the arbitrator's costs together with the reasonable legal fees and other costs incurred by the other party.

APPENDIX 1 Design parameters

Component	Specification	Parameter	DCO reference
Wind turbine generators (WTG)	Maximum number of WTG	300	Work No 1(a) Requirement 2 DML (generation assets), Part 1 Paragraph 3
	Maximum tip height from LAT	Where the total number of WTG is 160 or fewer: 325 metres. Where the total number of WTG is 300: 250 metres.	Requirement 2 DML (generation assets), Part 2 Condition 1
	Maximum rotor diameter	Where the total number of WTG is 160 or fewer: 265 metres. Where the total number of WTG is 300: 195 metres.	Requirement 2 DML (generation assets), Part 2 Condition 1
	Minimum spacing between WTG	1km in all directions	Requirement 2 DML (generation assets), Part 2 Condition 1
	Maximum spacing from LAT to the lowest point of the rotating blade	34.97 metres	Requirement 2 DML (generation assets), Part 2 Condition 1
	Foundation types	Monopile foundation Mono suction bucket foundation Jacket foundation Gravity base foundation As defined in the Order	Requirement 2 DML (generation assets), Part 2 Condition 1
	Maximum pin pile diameter where jacket foundation employed	Maximum of diameter of 4 metres	Requirement 2 DML (generation assets), Part 2 Condition 1
	Maximum pin pile diameter where monopile foundation employed	Maximum of diameter of 15 metres	Requirement 2 DML (generation assets), Part 2 Condition 1
	Total seabed footprint for WTG	Maximum 435,660 square metres excluding scour protection and 1,623,182 square metres including scour protection	Requirement 2 DML (generation assets), Part 2 Condition 1
	Total scour protection material for WTG foundations	Maximum of 2,375,044 cubic metres	Requirement 2 DML (generation assets), Part 2 Condition 1
Offshore electrical installations and offshore accommodation platforms	Total number	21 which shall consist of no more than:	Requirement 3

		12 offshore type 1 substations; 4 offshore type 2 substations; 4 offshore HVAC booster stations; 6 subsea HVAC booster stations; and 3 offshore accommodation platforms.	DML generation assets), Part 2 Condition 1 DML (transmission assets), Part 2 Condition 1
	Maximum pin pile diameter where jacket foundation employed	Maximum of diameter of 4 metres	Requirement 3 DML (generation assets), Part 2 Condition 2 DML (transmission assets), Part 2 Condition 2
	Maximum pin pile diameter where monopile foundation employed	Maximum of diameter of 15 metres	Requirement 3 DML (generation assets), Part 2 Condition 2 DML (transmission assets), Part 2 Condition 2
Offshore type 1 substation	Maximum dimensions	90 metres in height from LAT; 100 metres in length; and 100 metres in width.	Requirement 3 DML (transmission assets), Part 2 Condition 1
	Foundation type	Monopile foundation Mono suction bucket foundation Jacket foundation Gravity base foundation Box type gravity base As defined in the Order	Requirement 2 DML (transmission assets), Part 2 Condition 2
Offshore type 2 substation	Maximum dimensions	110 metres in height from LAT; 180 metres in length; and 90 metres in width.	Requirement 3 DML (transmission assets), Part 2 Condition 2
	Foundation type	Monopile foundation Mono suction bucket foundation Jacket foundation Gravity base foundation Box type gravity base foundation Pontoon gravity base 1 foundation Pontoon gravity base 2 foundation As defined in the Order	Requirement 2 DML (transmission assets), Part 2 Condition 2
Offshore HVAC booster station	Maximum dimensions	90 metres in height from LAT; 100 metres in length; and 100 metres in width.	Requirement 3 DML (transmission assets), Part 2 Condition 2
	Foundation type	Monopile foundation Mono suction bucket foundation Jacket foundation	Requirement 2 DML (transmission assets), Part 2 Condition 2

		Gravity base foundation Box type gravity base As defined in the Order	
Offshore subsea HVAC booster station	Maximum dimensions	15 metres in height when measured from seabed; 50 metres in length; and 50 metres in width.	Requirement 3 DML (transmission assets), Part 2 Condition 2
	Foundation type	Monopile foundation Mono suction bucket foundation Jacket foundation Gravity base foundation Box type gravity base As defined in the Order	Requirement 2 DML (transmission assets), Part 2 Condition 2
Offshore accommodation platform	Maximum dimensions	64 metres in height from LAT; 60 metres in length; and 60 metres in width.	Requirement 3 DML (generation assets), Part 2 Condition 2
	Foundation type	Monopile foundation Mono suction bucket foundation Jacket foundation Gravity base foundation As defined in the Order	Requirement 2 DML (generation assets), Part 2 Condition 2
	Total seabed footprint	Maximum 8836 square metres excluding scour protection and 28,628 square metres including scour protection	Requirement 3 DML (generation assets), Part 2 Condition 2
	Total scour protection material	Maximum of 43,429 cubic metres	Requirement 2 DML (generation assets), Part 2 Condition 2
Offshore substation foundation	Total seabed footprint	Maximum 138,900 square metres excluding scour protection and 267,900 square metres including scour protection	Requirement 3 DML (transmission assets), Part 2 Condition 2
Bridge between any offshore substation or accommodation platform	Maximum length	100 metres	Requirement 3 DML (generation assets), Part 2 Condition 2 DML (transmission assets), Part 2 Condition 2
Cables systems	Maximum number	6	Requirement 5
	Maximum length of cable comprising Work No.1(c)	830km	Requirement 5
	Maximum length of cable comprising	1371 km	Requirement 5

	Work No 2(c), 2(d) and 3(d)		
	Maximum volume of cable protection (excluding cable crossing)	2,201,000 cubic metres	Requirement 5
	Maximum footprint of cable protection (excluding cable crossing)	1,540,700 square metres	Requirement 5
	Maximum volume of cable protection for cable crossing	784,875 cubic metres	Requirement 5
	Maximum footprint of cable protection for cable crossing	747,500 square metres	Requirement 5
	Total volume of scour protection	2,709,673 cubic metres	Requirement 4

APPENDIX 2

~~SCHEDULE~~ STATUTORY INSTRUMENTS

201* No.

INFRASTRUCTURE PLANNING

The Hornsea Three Offshore Wind Farm Order

Made - - - - ***

Coming into force - - ***

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An application has been made to the Secretary of State for an order under section 37 of the Planning Act 2008 (“the 2008 Act”)(1);

The application was examined by the Examining Authority, which has made a report to the Secretary of State section 74(2) of the 2008;

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

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 3 of the Infrastructure Planning

(1) 2008 c.29. Section 37 was amended by section 137(5) of, and paragraph 5 of Schedule 13 to, the Localism Act 2011 (c.20). Section 74(2) was amended by paragraph 29(3) of that Schedule. Section 104(2) was amended by paragraph 49 of that Schedule and section 58 of the Marine and Coastal Access Act 2009 (c.23). Section 114 was amended by paragraph 55 of Schedule 13 to the Localism Act 2011. Section 120 was amended by section 140 of, and paragraph 60 of Schedule 13 to, that Act.

(Environmental Impact Assessment) Regulations 2009(2) and has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order giving effect to the to the proposals comprised in the application on the terms in the opinion of the Secretary of State are not materially different from those proposed in the application.

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

The Secretary of State, in exercise of the powers conferred by sections 114 and 120 of the 2008 Act, makes the following Order:

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Hornsea Three Offshore Wind Farm Order and comes into force on [] 201[].

Interpretation

4

~~1.2.(1)~~ (1) In this Order—

"the 1961 Act" means the Land Compensation Act 1961;(3);

"the 1965 Act" means the Compulsory Purchase Act 1965;(4);

"the 1980 Act" means the Highways Act 1980;(5)

"the 1981 Act" means the Compulsory Purchase (Vesting Declarations) Act 1981(6);

"the 1989 Act" means the Electricity Act 1989(7)

"the 1990 Act" means the Town and Country Planning Act 1990;(8)

"the 1991 Act" means the New Roads and Street Works Act 1991;(9);

"the 2008/2004 Act" means the ~~Planning~~Energy Act 2008;2004(10)

"the 2009 Act" means the Marine and Coastal Access Act 2009(11);

(2) S.I. 2009/2263. Regulation 3 was amended by S.I. 2012/635 and S.I. 2012/787. S.I. 2009/2263 was revoked by S.I. 2017/572, but continues to apply to this application for development consent by virtue of transitional provisions contained in Regulation 37(2) of that instrument.

(3) 1961 c.33

(4) 1965 c.56

(5) 1980 c.66

(6) 1981 c.66

(7) 1989 c.29

(8) 1990 c.8

(9) 1991 c.22. Section 48(sA) was inserted by section 124 of the Local Transport Act 2008 (C.26). Sections 78(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18)

(10) 2004 c.20

“access to works plan” means the plan or plans certified as the access to works plan or plans by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

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

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

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

“the book of reference” means the book of referencedocument certified by the decision-makerSecretary of State as the book of reference for the purposes of this the Order; under article 0 (certification of plans and documents etc);

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

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

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

“the decision-maker” has the same meaning as in section 103 of the 2008 Act;

“box-type gravity base foundation” means a structure principally of steel, concrete, or steel and concrete with a square base which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“buoy” means any floating device used for navigational purposes or measurement purposes;

“cables” means up to 600kV cables for the transmission of electricity, including one or more cable crossings;

“cable circuits” means a number of electrical conductors necessary to transmit electricity between two points within the authorised development; this comprises, in the case of HVAC transmission, three conductors which may be bundled as one cable or take the form of three separate cables, and, in the case of HVDC transmission two conductors, which may be attached together or take the form of single cables, and in either case the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, with or without frond devices, and/or rock placement;

“commence”, means, (a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for operations consisting of offshore site preparation works, pre-construction monitoring surveys approved under the deemed marine licences, and (b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than site preparation works and the words “commencement” and “commenced” must be construed accordingly;

“connection works” means Work Nos. 6 to 15 and any related further associated development in connection with those works;

“construction compound” means a construction site associated with the connection works including central offices, welfare facilities, and storage for construction of the authorised project;

“deemed marine licences” means the marine licences set out in Schedules 11 and 12;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“frond mattresses” means flow energy dissipation devices, which reduce current velocity and turbulence and encourage settlement of sediment;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete with a base which tapers as it rises which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“highway” and “highway authority” have the same meaning as in the 1980 Act;(12)

~~“the land plan” means the plan certified as the land plan by the decision-maker for the purposes of this Order;~~

“horizontal directional drilling” refers to a boring technique involving drilling in an arc between two points;

“horizontal directional drilling compound” means a construction site associated with the connection works where horizontal directional drilling or other trenchless construction technique is proposed including hard standing, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas comprising water and bentonite tanks, pumps and pipes, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“HVAC” means high voltage alternating current;

“HVDC” means high voltage direct current;

“intrusive activities” means activities including but not limited to anchoring of vessels, jacking up of vessels, depositing soil and seabed clearance;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

“land plan” means the plan or plans certified as the land plan or plans by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“LAT” means lowest astronomical tide;

“link box” means the underground metal box placed within a plastic or concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed;

“location plan” means the plan or plans certified as the location plan or plans by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“MMO” means the Marine Management Organisation;

(12) “highway” is defined in section 328(1) for “highway authority” see section 1

“monopile foundation” means a steel pile, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators;

“offshore electrical installations” means the offshore type 1 substations, the offshore type 2 substations, the offshore subsea HVAC booster stations and the offshore HVAC booster stations forming part of the authorised development;

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing —

(a) electrical equipment required to provide reactive power compensation; and

(b) housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

“offshore site preparation works” means any activities within the Order limits seaward of MHWS undertaken prior to the commencement of construction to prepare for construction, including but not limited to surveys, monitoring, boulder clearance and sandwave clearance;

“offshore subsea HVAC booster station” means a sealed steel or concrete structure located under the surface of the sea, attached to the seabed by means of a foundation, containing electrical equipment required to provide reactive power compensation;

“offshore substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing —

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and

(b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore type 1 substation” means the smaller version of the offshore substations assessed in the environment statement;

“offshore type 2 substation” means the larger version of the offshore substations assessed in the environment statement;

“offshore works” means Work Nos. 1, 2, 3, 4 and 5 and any related further associated development in connection with those works;

“onshore construction works” means —

(a) temporary haul roads;

(b) vehicular accesses; and

(c) construction compound(s), or if horizontal directional drilling is to be used, horizontal directional drilling compound(s).

“onshore HVAC booster station” means a compound, containing electrical equipment required to provide reactive power compensation, and auxiliary equipment and facilities for operating, maintaining and controlling the substation, with external landscaping and means of access;

“onshore HVDC/HVAC substation” means a compound, comprising the onshore HVDC converter station or the onshore HVAC substation, containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation, with external landscaping and means of access;

“onshore site preparation works” means operations consisting of site clearance, demolition work, pre-planting of landscaping works, archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground

conditions, diversion and laying of services, erection of any temporary means of enclosure, creation of site accesses and the temporary display of site notices or advertisements;

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

~~“the Order limits”~~“the offshore Order limits and grid coordinates plan” means the plan or plans certified by the Secretary of State as the offshore Order limits and grid coordinates plan for the purposes of the Order under article 0 (certification of plans and documents etc);

“the onshore Order limits plan” means the plans certified by the Secretary of State as the onshore Order limits plan for the purposes of the Order under article 0 (certification of plans and documents etc);

“the Order limits” means the limits shown on the ~~works~~offshore Order limits and grid coordinates plan and the onshore Order limits plan within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in paragraph 2 of Part 1 of Schedule 1 to this Order;

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

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“outline construction traffic management plan” means the document certified as the outline construction traffic management plan by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“outline ecological management plan” means the document certified as the outline ecological management plan by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“outline landscape management plan” means the document certified as the outline landscape management plan by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“outline written scheme of investigation” means the document certified as the outline written scheme of investigation by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“pontoon gravity base 1 foundation” means a structure principally of steel, concrete, or steel and concrete with a base made up of up to three rectangular pontoons which rests on the seabed and either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“pontoon gravity base 2 foundation” means a structure principally of steel, concrete, or steel and concrete with a base made up of a pontoon arranged in a rectangle around an open centre which rests on the seabed due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“public rights of way plan” means the plan or plans certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

~~“relevant planning authority”~~ means--

(i) — the district planning authority for the area in which the land to which the ~~provisions~~relevant provision of this Order ~~apply~~applies is situated ~~unless the provisions relate to the construction or alteration of a hazardous waste facility, in which case it means the county planning authority;~~

(ii) — a National Park Authority;

~~(iii) — the Broads Authority; and~~

~~(iv) — the Greater London Authority if the land to which the provisions of this Order or requirements apply is situated in Greater London;~~

~~"rights plan" means the plan certified as the rights plan by the decision-maker for the purposes of this Order;~~

~~"the sections" means the sections shown on the plan certified as the section drawings plan by the decision-maker for the purposes of this Order;~~

~~"statutory undertaker" means any person falling within section 127(8), 128(5) or 129(2) of the 2008 Act;~~

~~"requirements" means those matters set out in Part 3 of Schedule 1 (requirements) to this Order;~~

~~"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed by use of protective aprons, mattresses with or without frond devices, or rock and gravel placement;~~

~~"street" means a street within the meaning of section 48 of the 1991 Act,⁽¹³⁾ 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 of the 1991 Act;⁽¹⁴⁾~~

~~"tree preservation order" has the meaning given in section 198 of the 1990 Act;~~

~~"the tribunal" means the Lands Chamber of the Upper Tribunal;~~

~~"undertaker" means the person who has the benefit of this Order in accordance with section 156 of the 2008 Act;~~

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

~~"the streets plan" means the plan or plans certified as the streets plan or plans by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);~~

~~"suction bucket" means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;~~

~~"mono suction bucket foundation" means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include scour protection and additional equipment such as J-tubes;~~

~~"transition joint bay" means the underground concrete bays in Work No. 7 where the offshore export cable systems comprised in Work No. 6 are jointed to the onshore export cable systems;~~

~~"transition piece" means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, electrical transmission equipment and associated equipment;~~

⁽¹³⁾ Section 48 was amended by section 124(2) of the Local Transport Act 2008 (c.26).

⁽¹⁴⁾ "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c.7)

“tree preservation order and hedgerow plan” means the plan or plans certified as the tree preservation order and hedgerow plan or plans by the Secretary of State for the purposes of this Order under article 0 (certification of plans and documents etc);

“undertaker” means Orsted Hornsea Project Three (UK) Limited (company number 08584210);

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

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece; and

“works plan” means the plan or plans certified as the works plan by the ~~decision-maker~~ Secretary of State for the purposes of ~~this~~ the Order- under article 0 (certification of plans and documents etc).

~~(1)(2) (2)~~—References in this Order to rights over land include references to rights to do or restrain or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

~~(2)(3) (3)~~—All distances, directions, capacities and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised projectdevelopment shall be taken to be measured along that work.

[NOTE: In the case of off-shore development, which is outside the area of any planning authority, it will be necessary to identify another appropriate body as the relevant planning authority.]

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

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

(6) The expression “includes” is to be construed without limitation unless the contrary intention appears.

PART 2

Principal Powers

Development consent etc. granted by the Order

2

~~2.3.—(1)~~ Subject to the provisions of this Order and ~~to the~~ to requirements ~~in the Schedule (requirements) attached to this Order~~ the undertaker is granted—

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

to be carried out within the Order limits.

Maintenance of authorised project

3

(2) Subject to the requirements, Work Nos. 1 to 5 must be constructed within the Order limits seaward of MHWS and Work Nos. 6 to 15 must be constructed within the Order limits landward of MHWS.

Power to maintain authorised project

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

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

Benefit of the Order

4

5.—(1) Subject to ~~article 5~~ (paragraph (3)), the undertaker may with the written consent ~~to~~ of the Secretary of State —

- (a) transfer to another person (“the transferee”) any or all of the benefit of ~~Order~~, the provisions of ~~articles~~ [] this Order (including the deemed marine licences, in whole or in part) and [] [specify relevant articles] shall have effect solely for the benefit of [specify person, body or class of person]. such related statutory rights as may be agreed between the undertaker and the transferee; and

[NOTE: This article is required where provisions of the Order are specific to a named undertaker or class of undertaker (see section 156(2) of the 2008 Act).]

Consent to transfer benefit of Order

5

~~(1) —The undertaker may, with the consent of the [specify person or body]—~~

~~(a) —and the transferee; or~~

- (b) ~~(b)~~ —grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of ~~this~~the Order (including the deemed marine licences, in whole or in part) and such related statutory rights as may be so agreed.

~~(2) —except where paragraph (8) applies, in which case no consent of the Secretary of State is required.~~

(2) Where an agreement has been made in accordance with paragraph ~~(4)~~(1) references in this Order to the undertaker, except in ~~paragraph (3), paragraphs (5) and (9)~~, shall include references to the transferee or ~~the~~ lessee.

(3) ~~(3)~~—The undertaker shall consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application and the Secretary of State shall provide a response within four weeks of receipt of the notice.

(4) The Secretary of State shall consult the MMO before giving consent to the transfer or grant to another person of the whole or part of the benefit of the provisions of the deemed marine licences.

(5) The Secretary of State shall determine an application for consent made under this article within a period of eight weeks commencing on the date the application is received by the Secretary of State, unless otherwise agreed in writing with the undertaker.

(6) Where the Secretary of State is minded to refuse an application for consent made under this article and notifies the undertaker accordingly, or the Secretary of State fails to determine the application for consent under this article within the period prescribed in paragraph (5), the undertaker may refer the matter for determination in accordance with article 0 (arbitration).

(7) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraph (1)—

(a) the benefit transferred or granted (“the transferred benefit”) shall include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;

(b) the transferred benefit shall reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit shall not be enforceable against the undertaker; and

~~(a)~~(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph ~~(1)~~ shall be (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.

(8) This paragraph applies to any provisions of this Order and its related statutory rights where—

(a) the transferee or lessee is the holder of a licence under section 6 of the 1989 Act; or

(b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(i) no such claims have been made,

(ii) any such claim has been made and has been compromised or withdrawn,

(iii) compensation has been paid in final settlement of any such claim,

(iv) payment of compensation into court has taken place in lieu of settlement of any such claim, or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation shall be payable.

(9) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(10) The notice required under paragraphs (3) and (9) must—

(a) state—

(i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;

(ii) subject to paragraph (11), the date on which the transfer will take effect;

(iii) the provisions to be transferred or granted; and

(iv) the restrictions, liabilities and obligations that, in accordance with paragraph (7)(c), will apply to the person exercising the powers transferred or granted; and

(v) where paragraph (8) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.

(b) be accompanied by—

- (i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
- (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(11) The date specified under paragraph (10)(a)(ii) must not be earlier than the expiry of five days from the date of the receipt of the notice.

(12) The notice given under paragraph (9) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(13) Sections 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the whole or part of the benefit of the provisions of the deemed marine licences to another person by the undertaker pursuant to an agreement under paragraph (1).

(14) The provisions of articles 0 (street works), 0 (temporary stopping up of streets), 0 (compulsory acquisition of land), 0 (compulsory acquisition of rights), 0 (temporary use of land for carrying out the authorised project) and 0 (temporary use of land for maintaining the authorised project) shall have effect only for the benefit of the named undertaker and a person who is a transferee or lessee who is also—

- (a) in respect of Work Nos. 6 to 15 a person who holds a licence under the 1989 Act, or
- (b) in respect of functions under article 0 (street works) relating to street, a street authority.

Application and modification of legislative provisions

6

~~4.6.(1) Subject to the modifications set out in paragraph (2) the~~ (1) The following provisions do not apply in relation to the construction or works carried out for the purpose of, or in connection with, the ~~[insert short title]~~ construction or maintenance of the ~~relevant Act]~~ shall be incorporated in this Order—authorised project—

~~(a) section[s] X [specify relevant section(s)].~~

~~(2) The modifications are: [insert relevant modifications].~~

~~(a) (3) In construing the [insert short title] Regulation 6 of the ~~relevant Act]~~ Hedgerows Regulations 1997(15) is modified so as incorporated to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following expressions shall have—~~

~~“(k) or for carrying out development which has been authorised by an order granting development consent pursuant to the following meanings: [insert relevant expressions] Planning Act 2008”; and definitions]~~

~~(b) the provisions of the Neighbourhood Planning Act 2017(16) insofar as they relate to temporary possession of land under articles 0 (temporary use of land for carrying out the authorised project) and 0 (temporary use of land for maintaining the authorised project) of this Order.~~

Defence to proceedings in respect of statutory nuisance

7

(15) SI 1997/1160

(16) 2017 c.20

~~5.7.(1)~~ (1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990⁽¹⁷⁾ (summary proceedings by a person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order ~~shall~~^{may} be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) ~~(a)~~—the defendant shows that the nuisance—
 - (i) ~~(i)~~—relates to premises used by the undertaker for the purposes of or in connection with the construction ~~or~~, maintenance or decommissioning of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level), ~~or~~^{or} the Control of Pollution Act 1974;⁽¹⁸⁾ or
 - (ii) ~~(ii)~~—is a consequence of the construction ~~or~~, maintenance or decommissioning of the authorised project and that it cannot reasonably be avoided; or
- (b) ~~(b)~~—the defendant shows that the nuisance—
 - (i) ~~(i)~~—relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which with is being used in accordance with a scheme of monitoring and attenuation of noise agreed compliance with ~~the Commission as described in~~ requirement 25;21 (control of noise during the operational phase); or
 - (ii) ~~(ii)~~—is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) ~~(2)~~—Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the ~~Control~~^{control} of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation to consent for registered noise level to be exceeded), ~~shall~~^{do} 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 or decommissioning of the authorised project.

PART 3

Streets

Street works

8

~~6.8.(1)~~ (1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule B ~~(streets)~~^{(Streets} subject to street works) as is within the Order limits and may—

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

⁽¹⁷⁾ 1990 c.43 There are amends to this Act which are not relevant to the Order.

⁽¹⁸⁾ 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to the Order.

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

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

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

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

~~[NOTE: This article should not be used for the purposes of authorising street works that affect a trunk road (as defined in the 1980 Act); no trunk roads should be specified in Schedule B (streets subject to street works). For any street works affecting a trunk road the undertaker should make an application for a licence under section 50 of the 1991 Act.]~~

Stopping up of streets

9

~~(1) —Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised project, stop up each of the streets specified in columns (1) and (2) of Parts 1 and 2 of Schedule C (streets to be stopped up) to the extent specified, by reference to the letters and numbers shown on the works plan, in column (3) of those Parts of that Schedule.~~

~~(2) —No street specified in columns (1) and (2) of Part 1 of Schedule C (being a street to be stopped up for which a substitute is to be provided) shall 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 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 and subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority, 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) —No street specified in columns (1) and (2) of Part 2 of Schedule C (being a street to be stopped up for which no substitute is to be provided) shall be wholly or partly stopped up under this article unless the condition specified in paragraph (4) is satisfied in relation to all the land which abuts on either side of the street to be stopped up.~~

~~(4) —The condition referred to in paragraph (3) is that—~~

- ~~(a) — the undertaker is in possession of the land; or~~
- ~~(b) — there is no right of access to the land from the street concerned; or~~
- ~~(c) — there is reasonably convenient access to the land otherwise than from the street concerned; or~~
- ~~(d) — the owners and occupiers of the land have agreed to the stopping up.~~

~~(5) — Where a street has been stopped up under this article—~~

~~(a) — all rights of way over or along the street so stopped up shall be extinguished; and~~

~~(b) — the undertaker may appropriate and use for the purposes of the authorised project so much of the site of the street as is bounded on both sides by land owned by the undertaker.~~

~~(6) — Any person who suffers loss by the suspension or extinguishment of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.~~

~~(7) — This article is subject to article 32 (apparatus etc of statutory undertakers).~~

Public rights of way

10

~~(1) — With effect from the [date of publication of this Order] [the date of certification by the local highway authority that the agreed alternative right of way has been created to the standard defined in the implementation plan], [the section of] the public right of way (being a [*insert one of: footpath/bridleway/byway open to all traffic/restricted byway*]) shown marked in [red] between the points [A] and [B] on the rights plan is extinguished.~~

~~(2) — With effect from [that same date] [*insert later date*] an alternative section of [*insert description of right of way of that same type*] as marked in [green] between the points [C] and [D] on the rights plan is created.~~

~~(3) — In this article—~~

~~"implementation plan" means the written plan agreed between the undertaker and the local highway authority for creation of the agreed alternative right of way to the defined standard; and~~

~~"local highway authority" has the same meaning as in section 329(1) of the 1980 Act.~~

Application of the 1991 Act

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

- (a) the carrying out of works under article 0 (street works); and
- (b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 0 (temporary stopping up of streets).

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

(2) The provisions of the 1991 Act(19) are—

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

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

Temporary stopping up of streets

11

~~7.10.(1)~~ (1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, alter or divert any street and may for any reasonable time—

- (a) ~~(a)~~ divert the traffic or a class of traffic from the street; and
- (b) ~~(b)~~ subject to paragraph ~~(2)~~, (3), prevent all persons from passing along the street.

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

~~(2)(3)~~ The undertaker ~~shall~~ must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, alteration or diversion of a street under this article if there would otherwise be no such access.

~~(3)(4) (3)~~ Without ~~prejudice to the generality of~~ limiting paragraph ~~(1)~~, (1), the undertaker may temporarily stop up, alter or divert the streets specified set out in ~~columns (1) and column~~ (2) of Schedule ~~D4~~ (streets to be temporarily stopped up) to the extent specified, by reference to the letters and numbers shown on the works ~~plans~~ plans, in column (3) of that Schedule.

~~(4)~~ The undertaker ~~shall~~ must not temporarily stop up, alter ~~or~~, divert—

- ~~(5) (or use as a)~~ temporary working site—

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

- (a) any street ~~specified as mentioned~~ referred to in paragraph ~~(3)~~(4) without first consulting the street authority; and
- (b) ~~(b)~~—any other street without the consent of the street authority, which may attach reasonable conditions to ~~any~~the consent.

~~(4)(6)~~ ~~(5)~~—Any person who suffers loss by the suspension of any ~~private~~public right of way under this article ~~shall be~~is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

Temporary stopping up of public rights of way

11. The undertaker may, in connection with the carrying out of the authorised project, temporarily stop up each of the public rights of way specified in column (2) of Schedule 4 (public rights of way to be temporarily stopped up) to the extent specified in column (3), by reference to the letters shown on the temporary stopping up of rights of way plan.

Access to works

12

~~8.12.—~~(1) The undertaker may, for the purposes of the authorised project—

- (a) ~~(a)~~—form and lay out means of access, or improve existing means of access, in the ~~location~~locations specified in columns (1) and (2) of Schedule ~~E5~~ (access to works); and
- (b) ~~(b)~~—with the approval of the relevant planning authority after consultation with the highway authority, in accordance with requirement 0 (highway accesses), form and lay out such other 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 project.

(2) If the relevant planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

Agreements with street authorities

13

~~9.13.(1) —~~(1) A street authority and the undertaker may enter into agreements with respect to—

- ~~(a) — the construction of any new street including any structure carrying the street over or under a [insert description of development] authorised by this Order;~~
- ~~(b) — the maintenance of the structure of any bridge or tunnel carrying a street over or under a [insert description of development];~~
- (a) ~~(c)~~—any~~temporary~~ stopping up, alteration or diversion of a street authorised by this Order; or
- (b) ~~(d)~~—the carrying out in the street of any of the works referred to in article ~~8(1)~~0(1) (street works).

- (2) ~~(2)~~—Such ~~an~~ agreement may, without prejudice to the generality of paragraph ~~(1)~~—(1)—
- (a) ~~(a)~~—make provision for the street authority to carry out any function under this Order which relates to the street in question;
 - (b) ~~(b)~~—include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and
 - (c) ~~(c)~~—contain such terms as to payment and otherwise as the parties consider appropriate.

PART 4

Supplemental Powers

Discharge of water

14

~~10.14.(1)~~—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain; subject to the obtaining of consent and approval respectively pursuant to sub-paragraphs (3) and (4) below.

~~(1)(2)(2)~~—Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph ~~(1)~~ ~~shall be~~ (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991 ~~(20)~~ (right to communicate with public sewers).

~~(2)(3)(3)~~—The undertaker shall 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 shall must not be unreasonably withheld.

~~(3)(4)(4)~~—The undertaker shall must not make carry out any opening into works to any public sewer or drain pursuant to article 14(1) except—

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

~~(4)(5)(5)~~—The undertaker shall must not, in carrying out or maintaining works pursuant to this article; damage or interfere with the bed or banks of any watercourse forming part of a main river.

~~(5)(6)(6)~~—The undertaker shall 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 as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

~~(6)(7)(7)~~—This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by section 85(1), (2) or (3) of the Water Resources Act 1991

(20) 1991 c.56. Section 106 was amended by section 35(8)(a) of the Competition and Service (Utilities) Act 1992 (c.43) and sections 36(2) and 99 of the Water Act 2003 (c.37). There are other amendments to this section which are not relevant to this Order.

~~(offences of polluting water regulation 12 of the Environmental Permitting (England and Wales) Regulations 2016~~⁽²¹⁾).

~~(7)(8) (8)~~—In this article—

- (a) ~~(a)~~—“public sewer or drain” means a sewer or drain which belongs to ~~the Homes and Communities Agency~~^{a sewerage undertaker}, the Environment Agency, ~~a harbour authority within the meaning of section 57 of the Harbours Act 1964 (interpretation)~~, an internal drainage board, ~~a joint planning board, or a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation~~; and
- (b) ~~(b)~~—other expressions, excluding watercourse, used both in this article and in the ~~Water Resources Act 1991~~^{Environmental Permitting (England and Wales) Regulations 2016} have the same meaning as in those Regulations.

~~(8)(9)~~ If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that ~~person is deemed to have granted consent or given approval, as the case may be.~~

Protective work to buildings

15

~~11,15.(4)~~—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits as the undertaker considers necessary or expedient.

~~(1)(2) (2)~~—Protective works may be carried out—

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

~~(2)(3) (3)~~—For the purpose of determining how the ~~functions~~^{powers} under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph ~~(1)~~(1) and any land within its curtilage.

~~(3)(4) (4)~~—For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs ~~(5)~~0 and ~~(6)~~—(6))—

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

~~(4)(5) (5)~~—Before exercising—

- (a) ~~(a)~~—a ~~right~~^{power} under paragraph ~~(1)~~(1) to carry out protective works to a building;
- (b) ~~(b)~~—a ~~right~~^{power} under paragraph ~~(3)~~0 to enter a building and land within its curtilage;

⁽²¹⁾ S.I. 2016/1154

- (c) ~~(e)~~—a rightpower under paragraph ~~(4)(a)~~(4)(a) to enter a building and land within its curtilage; or
- (d) ~~(d)~~—a rightpower under paragraph ~~(4)(b)~~(4)(b) to enter land,

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

~~(5)(6)~~ ~~(6)~~—Where a notice is served under paragraph ~~(5)(a)~~, ~~(e)~~(5)(a), (c) or ~~(d)~~(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 420 (arbitration).

~~(6)(7)~~ ~~(7)~~—The undertaker shallmust compensate the owners and occupiers of any building or land in relation to which rightspowers under this article have been exercised for any loss or damage arising to them by reason of the exercise of ~~those rights~~the powers.

~~(7)(8)~~ ~~(8)~~—Where—

- (a) ~~(a)~~—protective works are carried out under this article to a building; and
- (b) ~~(b)~~—within the period of five years beginning with the day on which the part of the authorised project 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 project,

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

~~(8)(9)~~ ~~(9)~~—Nothing in this article shallrelieverelieves the undertaker from any liability to pay compensation under section ~~40(2)~~152 of the ~~1965~~2008 Act (compensation for injurious affection in case where no right to claim in nuisance).

~~(10)~~ ~~(10)~~—Any compensation payable under paragraph ~~(7)~~(7) or ~~(8)~~ ~~shall~~(8) must be determined, in case of dispute, under Part 1 of the 1961 Act ~~(determination of questions~~.

~~(9)~~~~(11)~~ Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of disputed compensation) 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.

~~(10)~~~~(12)~~ ~~(11)~~—In this article "protective works" in relation to a building, means—

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

Authority to survey and investigate the land onshore

16

~~12.16.~~~~(1)~~—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project and—

- (a) ~~(a)~~—survey or investigate the land;

- (b) ~~(b)~~—without prejudice to the generality of sub-paragraph ~~(a)~~,(a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
 - (c) ~~(c)~~—without prejudice to the generality of sub-paragraph ~~(a)~~,(a), carry out ecological or archaeological investigations on such land, including the digging of trenches; and
 - (d) ~~(d)~~—place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.
- (2) ~~(2)~~—No land may be entered or equipment placed or left on or removed from the land under paragraph ~~(1)~~(1) unless at least 14 ~~days~~days' notice has been served on every owner and occupier of the land.
- (3) ~~(3)~~—Any person entering land under this article on behalf of the undertaker—
- (a) ~~(a)~~—~~shall~~must, if so required on entering the land, produce written evidence of their authority to do so; and
 - (b) ~~(b)~~—may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.
- (4) ~~(4)~~—No trial holes ~~shall~~may be made under this article—
- ~~(a) (in land forming a)~~—railway without the consent of Network Rail(22);
 - ~~(b) in land held by or in right of the Crown without the consent of the Crown.~~
 - ~~(a)(c)~~ in land located within the highway boundary without the consent of the highway authority; or
 - ~~(b)(d)~~ ~~(b)~~—in a private street without the consent of the street authority,

but such consent ~~shall~~must not be unreasonably withheld, ~~or delayed~~.

(5) ~~(5)~~—The undertaker ~~shall~~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.

Removal of human remains

17

~~(1) In this article "the specified land" means [insert description of the land].~~

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

~~(3) Before any such remains are removed from the specified land the undertaker shall give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—~~

(22) As defined in Part 5 of Schedule 9 (Protection for Network Rail Infrastructure Limited).

~~(a) — publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised project; 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 shall send a copy of the notice to [insert relevant local] either a highway 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 shall, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).~~

~~(7) — If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question shall be determined on the or a street authority which receives an application of either party in a summary manner by the county court, and the court may make an order specifying who shall remove the remains and as to the payment of the costs of or consent fails to notify the undertaker of its decision within 28 days of receiving the application.~~

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

~~(9) — If—~~

~~(a) — within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or~~

~~(b) — such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or~~

~~(c) — within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or~~

~~(d) — it is determined that the remains to which any such notice relates cannot be identified,~~

~~(6) subject to paragraph (10) the undertaker shall 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 shall be re-interred in individual containers which shall be identifiable by a record prepared with reference to the original position of burial of the remains that they contain. consent—~~

~~(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 shall comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.~~

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

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

~~(b) — a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) shall be sent by the undertaker to [*insert relevant local authority*] mentioned in paragraph (4).~~

~~(12) — The removal of the remains of any deceased person under this article shall be carried out in accordance with any directions which may be given by the Secretary of State.~~

~~(13) — Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.~~

~~(14) — Section 25 of the Burial Act 1857 (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State) shall not apply to a removal carried out in accordance with this article.~~

~~(a) under paragraph (4)(c) in the case of a highway authority; or~~

~~(b) under paragraph (4)(d) in the case of a street authority;~~

~~that authority is deemed to have granted consent.~~

~~(7) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.~~

PART 5

Powers of acquisition

Compulsory acquisition of land

18

~~13.17.(4)~~ ~~—(1)~~ The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project [or to facilitate, or is incidental, to it] ~~[or is required as replacement land].~~

~~This article is subject to paragraph (2) —As from the date on which a of article 0 (compulsory acquisition notice under section 134(3) of the 2008 Act is served or the date on which the Order land, or any part of it, is vested in the undertaker, whichever is the later, that land or that part of it which is vested (as the case may be) shall be discharged from all rights, trusts) and incidents to which it was previously subject.~~

~~(3) —Any person who suffers loss by the extinguishment or suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.~~

~~(1)(2) (4) —This article is subject to article 25 (acquisition of land limited to subsoil lying more than 9 metres beneath surface) and article 280 (temporary use of land for carrying out the authorised project).~~

Compulsory acquisition of land—incorporation of the mineral code

19

~~[Part(s)] 2 [and 3] of Schedule 2 to the Acquisition of Land Act 1981 (minerals) [is/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) —[insert additional modifications].~~

Time limit for exercise of authority to acquire land compulsorily

20

~~14.18.(1) —(1)~~ After the end of the period of ~~[57 years]~~ beginning on the day on which this Order is made—

- ~~(a) (a) —no notice to treat shall~~ ~~may~~ be served under Part 1 of the 1965 Act; and
- ~~(b) (b) —no declaration shall~~ ~~may~~ be executed under section 4 of the ~~Compulsory Purchase (Vesting Declarations) Act 1981~~ ~~Act~~ as applied by article ~~2319~~ (application of the Compulsory Purchase (Vesting Declarations) Act 1981).

(2) ~~(2)~~—The authority conferred by article ~~280~~ (temporary use of land for carrying out the authorised project) ~~shall cease~~~~ceases~~ at the end of the period referred to in paragraph ~~(4)~~, ~~save~~(1), ~~except~~ that nothing in this paragraph ~~shall prevent~~~~prevents~~ the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

21

~~(4)~~—~~The~~ ~~(3)~~ Subject to paragraph 19(1), the undertaker may acquire compulsorily ~~the existing~~~~such~~ rights ~~and create and acquire compulsorily the new rights described in the book of reference and shown on the {insert name} plan.~~

~~15.19.(2)~~—~~As from the date on which a~~ ~~or impose~~ restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 0 (compulsory acquisition ~~notice is served or the date on which any new right is vested in the undertaker, whichever is the later, the land over which any new rights is acquired shall be discharged from all rights, trusts and incidents to which it was previously subject so far as their continuance would be inconsistent with the exercise of that new right~~of land), by creating them as well as by acquiring rights already in existence.

~~(1)~~ ~~(3)~~—~~Subject to the provisions of this paragraph, article 0 (private rights) and article 0 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 6 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.~~

~~(1)~~~~(2)~~ Subject to section 8 of the 1965 Act, as substituted by ~~article 26 (acquisition of part of certain properties~~~~paragraph 5 of Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights)~~, where the undertaker acquires an existing right over land ~~or restrictive covenant~~ under paragraph (1), the undertaker ~~shall~~~~is~~ not ~~be~~ required to acquire a greater interest in that land.

~~(4)~~—~~Any person who suffers loss as a result of the extinguishment or suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.~~

~~(3)~~ ~~Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights) 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 restrictive covenants.~~

~~(4)~~ In any case where the acquisition of new rights or imposition of a restriction under paragraph (3) ~~or (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.~~

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

Private ~~rights of way~~Rights

22

~~16.20(1)~~ (1) Subject to the provisions of this article, all private rights ~~of way~~ over land subject to compulsory acquisition under ~~this Order shall be extinguished—~~article 0 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 0 (compulsory acquisition of land)—

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

whichever is the ~~earlier~~earliest.

~~(2)~~ (2) Subject to the provisions of this article, all private rights ~~of way~~ over land ~~owned~~subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 0 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker ~~which, being within the limits of land which may be (whether the right is acquired shown~~compulsorily, by agreement or through the grant of lease of the land by agreement); or
- ~~(b)~~ (b) on the date of entry on the land plan, is required for the purposes of this Order shall be extinguished on the appropriation of the land by by the undertaker for any of those purposes under section 11(1) of the 1965 Act (power of entry) in pursuance of the right,

~~(3)~~ whichever is the earliest.

~~(2)~~ (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 ~~shall be~~are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

~~(3)~~ (4) Any person who suffers loss by the extinguishment or suspension of any private right ~~of way~~ under this article ~~shall be~~is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

~~(4)~~ (5) This article does not apply in relation to any right ~~of way~~ to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article ~~340~~ (statutory undertakers) applies.

~~(5)~~ (6) Paragraphs ~~(4)~~ (1) to ~~(3)~~ shall (3) have effect subject to—

- (a) ~~(a)~~ —any notice given by the undertaker before—
 - (i) ~~(i)~~ —the completion of the acquisition of the land;
 - ~~(i)~~ (ii) —or the undertaker's acquisition of rights or the imposition of restrictive covenants over or affecting the land;
 - ~~(i)~~ (ii) the undertaker's appropriation of ~~the~~ land,
 - ~~(ii)~~ (iii) —the ~~undertaker's~~ undertaker's entry onto ~~the~~ land, or
 - ~~(iii)~~ (iv) —the ~~undertaker's~~ undertaker's taking temporary possession of ~~the~~ land,

that any or all of those paragraphs ~~shall do~~not apply to any right ~~of way~~ specified in the notice; ~~and~~or

- (b) ~~(b)~~ —any agreement made at any time between the undertaker and the person in or to whom the right ~~of way~~ in question is vested or belongs.

~~(6)~~ (7) If any such an agreement ~~as is~~referred to in paragraph (6)(b)—(6)(b)—

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

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

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

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

23

~~17.21.(1)~~ (1) The ~~Compulsory Purchase (Vesting Declarations) Act~~ 1981 ~~shall apply~~ Act applies as if this Order were a compulsory purchase order.

~~(1)(2)~~ (2)—The ~~Compulsory Purchase (Vesting Declarations) Act~~ 1981 Act, as so applied, ~~shall have~~ has effect with the following modifications.

~~(3)~~ In section 3 (preliminary notices), Section 5 (earliest date for subsection (1) there shall be substituted—

~~(3) "(1) — Before making a execution of declaration under) is omitted.~~

~~(4) Section 5A (time limit for general vesting declaration) is omitted(23).~~

~~(5) In section 4 with 5B (extension of time limit during challenge)—~~

~~(a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect to any land which is subject to a of compulsory purchase order, the acquiring)” substitute “section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)”;~~ and

~~(a)(b) for “the three year period mentioned in section 4” substitute “the seven year period mentioned in article 0 (time limit for exercise of authority shall include the particulars specified in subsection (3) in a notice which is to acquire land compulsorily) of the Hornsea Three Offshore Wind Farm Order 2011”.~~

~~(a) — given to every person with a relevant interest in the land with respect to which the declaration is to be made (other than a mortgagee who is not in possession); and~~

~~(b) — published in a local newspaper circulating in the area in which the land is situated.”.~~

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

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

~~"(5) — For the purposes of this section, a person has a relevant interest in land if—~~

(23) Section 5A to the 1981 Act was inserted by section 182(2) of the Housing and Planning Act 2016 (c.22).

~~(a) — that person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion; or~~

~~(b) — that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month."~~

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

~~(a) — in subsection (1), after "publication" there shall be inserted "in a local newspaper circulating in the area in which the land is situated"; and~~

~~(b) — subsection (2) shall be omitted.~~

~~(2)(6) (7) — In section 7 (constructive notice to treat), in subsection (1)(a), the words "~~(“~~as modified by section 4 of the Acquisition of Land Act 1981~~”) shall be~~" are omitted.~~

~~(7) (8) — In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).~~

~~(3)(8) References to the 1965 Act in the Compulsory Purchase (Vesting Declarations) Act 1981 shall 1981 Act must be construed as references to that Act as applied by section 125 of the 2008 Act (as modified by article 26 (application of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.~~

Acquisition of subsoil only

24

~~18.22.(4) — (1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph ~~(4)~~(1) of article ~~480~~ (compulsory acquisition of land) or article 0 (compulsory acquisition of rights) 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.~~

~~(1)(2) (2) — Where the undertaker acquires any part of, or rights in, the subsoil of land under paragraph ~~(4)~~0, the undertaker ~~shall~~is not ~~be~~ required to acquire an interest in any other part of the land.~~

~~(2)(3) (3) — Paragraph ~~(2)~~ shall(2) does not prevent Schedule 2A to the 1965 Act (as modified by article 26 (application of part 1 of the Compulsory Purchase Act 1965) article 21 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.~~

~~Acquisition of land limited to subsoil lying more than 9 metres beneath surface~~

25

~~(1) — This article applies to the land specified in Schedule F (land of which only subsoil more than 9 metres beneath surface may be acquired).~~

~~(2) — In the case Application of Part 1 of the Compulsory Purchase Act 1965~~

~~23.—(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.~~

(2) In section 4A(1) (extension of time limit during challenge)—

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

(b) for “the three year period specified in section 4” substitute “the seven year period mentioned in article 0 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Three Offshore Wind Farm Order 2011 []”.

(3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 0 (time limit for exercise of authority to acquire land compulsorily) of the Hornsea Three Offshore Wind Farm Order 2011 []”.

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

(a) omit paragraphs 1(2) and 14(2); and

(b) at the end insert—

“PART 4

INTERPRETATION

~~30. In this Schedule, references to entering on and taking possession of land to which this article applies, the undertaker may only acquire compulsorily do not include doing so under article 18 (compulsory acquisition 0 (temporary use of land) so much of, or such rights in, the subsoil of the land as may be required for the purposes of the for carrying out the authorised project.~~

~~(3) Where the undertaker acquires any part of, or rights in, the subsoil of the land to which this development) or article applies, the undertaker shall not be required to acquire a greater interest in 0 (temporary use of land for maintaining the land or an interest in any other part of it.~~

~~(4) References in this article to the subsoil of land are references to the subsoil lying more than 9 metres beneath the level of the surface of the land; and for this purpose “level of the surface of the land” means—~~

~~(a) in the case of any land on which a building is erected, the level of the surface of the ground adjoining the building;~~

~~(b) in the case of a watercourse or other water area, the level of the surface of the ground nearest to it which is at all times above water level; or~~

~~(c) in any other case, ground surface level.~~

Acquisition of part of certain properties

26

~~(1) This article shall apply instead of section 8(1) of the 1965 Act (other provisions as divided land) (as applied by section 125 of the 2008 Act) where—~~

~~(a) a notice to treat is served on a person (“the owner”) under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of~~

land consisting of a house with a park or garden ("the land subject to the notice to treat"); and

(b) — a copy of this article is served on the owner with the notice to treat.

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

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

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

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

(a) — without material detriment to the remainder of the land subject to the counter-notice; or

(b) — where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

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

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

(a) — without material detriment to the remainder of the land subject to the counter-notice; or

(b) — where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

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

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

(a) — the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but

(b) — the material detriment is confined to a part of the land subject to the counter-notice,

~~the notice to treat shall be deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order (development) of the Hornsea Three Wind Farm Order 2011 [1.”~~

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

~~(a) — none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and~~

~~(b) — the material detriment is not confined to a part of the land subject to the counter-notice,~~

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

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

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

Rights under or over streets

27

~~19;24.(1) — (1)~~ The undertaker may enter on and appropriate so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

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

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

(a) ~~(a)~~ — any subway or underground building; or

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

~~(3)(4) (4) — Subject to paragraph (5),(5),~~ any person who is an owner or occupier of land appropriated under paragraph ~~(1)(1)~~ without the undertaker acquiring any part of that ~~person's~~person's interest in the land, and who

suffers loss as a result, ~~shall be~~ is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

~~(4)(5)~~ (5) — Compensation ~~shall be~~ is not payable under paragraph ~~(4)~~ 0 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 project

28

~~20.25.(1)~~ (1) The undertaker may, in connection with the carrying out of the authorised project —

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

(i) the land specified in columns (1) and (2) of Schedule ~~G~~ 8 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule ~~relating to the part of the authorised project specified in column (4) of that Schedule;~~; and

(ii) ~~(b)~~ — any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act;

(b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land; ~~and~~

(c) ~~(c)~~ — construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, structures and buildings on that land;

(d) ~~(2)~~ — use the land for the purposes of a working site with access to the working site in connection with the authorised project;

(e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 8 (land of which temporary possession may be taken), or any mitigation works; and

(f) carry out mitigation works required pursuant to the requirements in Schedule 1.

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

~~(3)~~ (3) — The undertaker ~~may~~ must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article

(a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 8 (land of which temporary possession may be taken); or

~~(a)~~(b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project ~~specified in relation to that land in column (4) of Schedule G~~ for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

~~(3)~~(4) {Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4} — Before of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, ~~the undertaker shall~~ remove all temporary works and restore the land to the reasonable

satisfaction of the owners of the land; but the undertaker ~~shall~~is not ~~be~~ required to ~~replace a building removed under this article.~~

- (a) ~~(5)~~—replace any building, structure, drain or electric line removed under this article;
- (b) remove any drainage works installed by the undertaker under this article;
- (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 2 (streets subject to street works); or
- (d) restore the land on which any works have been carried out under paragraph (1)(f) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.

~~(4)~~(5) The undertaker ~~shall~~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 any power conferred by this article.

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

~~(6)~~(7) ~~(7)~~—Nothing in this article ~~shall affect~~affects any liability to pay compensation under section ~~40(2)~~152 of the ~~1965~~2008 Act (~~further provisions as to compensation for injurious affection in case where no right to claim in nuisance~~) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph ~~(5)~~(5).

~~(7)~~(8) ~~(8)~~—The undertaker may not compulsorily acquire under this Order the land referred to in paragraph ~~(1)~~25(1)(a)(i) except that the undertaker ~~shall~~is not ~~be~~ precluded from—

- (a) ~~(a)~~—acquiring new rights or imposing restrictive covenants over any part of that land under article ~~240~~ (compulsory acquisition of rights); to the extent that such land is listed in column (1) of Schedule 6; or
- (b) ~~(b)~~—acquiring any part of the subsoil (or rights in the subsoil) of that land under article ~~240~~ (acquisition of subsoil only) or in accordance with article 25 (acquisition of land limited to subsoil lying more than 9 metres beneath surface).

~~(8)~~(9) ~~(9)~~—Where the undertaker takes possession of land under this article, the undertaker ~~shall~~is not ~~be~~ required to acquire the land or any interest in it.

~~(9)~~(10) ~~(10)~~—Section 13 of the 1965 Act (refusal to give possession to acquiring authority) ~~shall apply~~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 of the 2008 Act (application of compulsory acquisition provisions).

Temporary use of land for maintaining authorised project

29

~~21.26~~(1)—(1) Subject to paragraph ~~(2)~~0, at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

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

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

- (a) ~~(a)~~—any house or garden belonging to a house; or
- (b) ~~(b)~~—any building (other than a house) if it is for the time being occupied.
- (3) ~~(3)~~—Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker ~~shall~~must serve notice of the intended entry on the owners and occupiers of the land.
- (4) ~~(4)~~—The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.
- (5) ~~(5)~~—Before giving up possession of land of which temporary possession has been taken under this article, the undertaker ~~shall~~must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.
- (6) ~~(6)~~—The undertaker ~~shall~~must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.
- (7) ~~(7)~~—Any dispute as to a ~~person's~~person's entitlement to compensation under paragraph ~~(6)~~,(6), or as to the amount of the compensation, ~~shall~~must be determined under Part 1 of the 1961 Act.
- (8) ~~(8)~~—Nothing in this article ~~shall affect~~affects any liability to pay compensation under section ~~40(2)152~~ of the ~~1965~~2008 Act (~~further provisions as to compensation for injurious affection in case where no right to claim in nuisance~~) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph ~~(6)~~.(6).
- (9) ~~(9)~~—Where the undertaker takes possession of land under this article, the undertaker ~~shall~~is not ~~be~~ required to acquire the land or any interest in it.
- (10) ~~(10)~~—Section 13 of the 1965 Act (refusal to give possession to acquiring authority) ~~shall apply~~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 of the 2008 Act (application of compulsory acquisition provisions).

~~(11)~~—In this article "~~the maintenance period~~", in relation to any ~~part~~phase of the authorised project, ~~as approved under requirement 5(6)~~, means the period of 5 years beginning with the date on which ~~that part~~a phase of the authorised project ~~is first~~opened for use.

Special category land

30

~~(1)~~—~~The special category land shall not vest in exports electricity to the undertaker until the undertaker has acquired the replacement land and [insert name of relevant body] has certified that a scheme for the provision of the replacement land as [common/open space/fuel or field garden allotment] has been implemented to its satisfaction~~national electricity transmission network.

~~(2)~~—~~On the requirements of paragraph (1) being satisfied, the replacement land shall vest in [insert name of relevant body] subject to the same rights, trusts and incidents as attached to the special category land; and the special category land shall be discharged from all rights, trusts and incidents to which it was previously subject.~~

~~(3)~~—~~In this article—~~

~~"the special category land" means the land identified as forming part of a common, open space, or fuel or field garden allotment in the book of reference and on the plan entitled "Special Category Land Plan" attached to the land plan, which may be~~

~~acquired compulsorily under this Order and for which replacement land is to be provided; and~~

~~"the replacement land" means the land identified in the book of reference and on the plan entitled "Replacement Land Plan" attached to the land plan.~~

Statutory undertakers

31

~~The undertaker may—~~

~~27.(a) —(1) Subject to the provisions of Schedule 9 (protective provisions) the undertaker may—~~

- ~~(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plan within the limits of the Order land to be acquired; and described in the book of reference;~~

~~(b) —extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers shown on the [insert name] plan and described in or within the book of reference; and~~

- ~~(b) (c) —acquire compulsorily the new rights over Order land belonging to statutory undertakers shown on the [insert name] plan and described in the book of reference.~~

Apparatus and rights of statutory undertakers in stopped-up streets

32

~~(1) —Where a street is stopped up under article 9 (stopping up of streets), any statutory utility whose apparatus is under, in, on, along or across the street shall have 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 9, any statutory utility whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker shall—~~

~~(a) —remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the utility 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 shall pay to any statutory utility an amount equal to the cost reasonably incurred by the utility 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 utility by virtue of paragraph (3) shall 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 shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and~~

~~(b) — where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.~~

~~(6) — An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility 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) shall not apply where the authorised project constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead —~~

~~(a) — the allowable costs of the relocation works shall be determined in accordance with section 85 of that Act (sharing of cost of necessary measures) and any regulations for the time being having effect under that section; and~~

~~(b) — the allowable costs shall 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 utility" 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.~~

Recovery of costs of new connections

33

~~22,28,(1) —~~ (1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 340 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus ~~shall be~~ 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.

~~(1)(2) (2) —~~ Paragraph ~~(1) shall~~ (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 34,0 (statutory undertakers), any person who is—

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

~~shall be~~ 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.

~~(2)(3) (3) —~~ This article ~~shall~~ does not have effect in relation to apparatus to which ~~article 32 (apparatus and rights of statutory undertakers in stopped-up streets) or~~ Part 3 of the 1991 Act applies.

~~(3)(4) (4) —~~ In this paragraph—

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

~~"public utility undertaker"~~ " has the same meaning as in the 1980 Act.

Railway and navigation undertakings

34

~~(1) — Subject to the following provisions of this article, the undertaker may not under article 8 (street works) break up or open a street where the street, not being a highway maintainable at public expense (within the meaning of the 1980 Act)—~~

~~(a) is under the control or management of, or is maintainable by, railway or tramway undertakers or a navigation authority; or~~

~~(b) forms part of a level crossing belonging to any such undertakers or to such an authority or to any other person,~~

~~except with the consent of the undertakers or authority or, as the case may be, of the person to whom the level crossing belongs.~~

~~(2) Paragraph (1) shall not apply to the carrying out under this Order of emergency works, within the meaning of Part 3 of the 1991 Act.~~

~~(3) A consent given for the purpose of paragraph (1) may be made subject to such reasonable conditions as may be specified by the person giving it but shall not be unreasonably withheld.~~

~~(4) In this paragraph "navigation authority" means any person who has a duty or power under any enactment to work, maintain, conserve, improve or control any canal or other inland navigation, navigable river, estuary or harbour.~~

PART 6

Operations

Operation of generating station

29.—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

Deemed marine licences under the 2009 Act

30. The deemed marine licences set out in Schedules 11 (deemed generator assets marine licence under the 2009 Act) and 12 (deemed transmission assets marine licence under the 2009 Act) respectively, are deemed to be granted to the undertaker under Part 4 of the 2009 Act for the licensed marine activities set out in Part 1, and subject to the conditions set out in Part 2 of each of those Schedules.

PART 7

Miscellaneous and general

Application of landlord and tenant law

35

~~23.31.(4) —(1) This article applies to —~~

- (a) ~~(a)~~—any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and
- (b) ~~(b)~~—any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that ~~person's~~person's use.

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

(3) ~~(3)~~—Accordingly, no such enactment or rule of law ~~shall apply~~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) ~~(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) ~~(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) ~~(c)~~—restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Operational land for purposes of the 1990 Act

36

~~24.32.—(1)~~ Development consent granted by this Order ~~shall be~~is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).

~~Deemed consent under section 34 of the Coast Protection Act 1949~~

37

~~The undertaker is granted deemed consent under section 34 of the Coast Protection Act 1949 to carry out the works described in Schedule H, subject to the requirements set out in that Schedule.~~

~~Deemed licence under Part 2 of the Food and Environment Protection Act 1985~~

38

~~The undertaker is granted a deemed licence under Part 2 of the Food and Environment Protection Act 1985 to carry out the works described in Schedule I, subject to the requirements set out in that Schedule.~~

Felling or lopping of trees and removal of hedgerows

~~25.33.(1)~~—(1) The undertaker may fell or lop any tree within or overhanging land within the Order limits that is not subject to a tree preservation order or shrub near any part of the authorised project, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub ~~from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.~~

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

~~(b) from constituting a danger to passengers or other persons using the authorised project.~~

~~(1)(2)~~ (2)—In carrying out any activity authorised by paragraph ~~(1)~~,(1), the undertaker ~~shall~~must not do ~~no~~any unnecessary damage to any tree or shrub and ~~shall~~must pay compensation to any person for any loss or damage arising from such activity.

~~(2)(3)~~ (3)—Any dispute as to a ~~person's~~person's entitlement to compensation under paragraph ~~(2)~~,0, or as to the amount of compensation, ~~shall~~must be determined under Part 1 of the 1961 Act.

~~(4)~~ The undertaker may, for the purpose of the authorised project—

~~(a) subject to paragraph 0 above, remove any hedgerows within the Order limits and specified in Schedule 10, Part 1 (removal of hedgerows) that may be required for the purposes of carrying out the authorised project; and~~

~~(b) remove the important hedgerows as are within the Order limits and specified in Schedule 10, Part 2 (removal of important hedgerows).~~

~~(5)~~ In this article “hedgerow” and “important hedgerow” have the same meaning as in the Hedgerow Regulations 1997.

Trees subject to tree preservation orders

~~(1)~~—~~(6)~~ The undertaker may fell or lop any tree ~~described in Schedule J [and identified on the [insert name] plan,~~ within or overhanging land within the Order limits subject to a tree preservation order which was made before and after [] or cut back its roots, if it reasonably believes it to be necessary ~~in order~~ to do so in order to prevent the tree ~~or shrub~~—

~~26.34.(a)~~— from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project; ~~or.~~

~~(b) from constituting a danger to passengers or other persons using the authorised project.~~

(1) ~~(2)~~—In carrying out any activity authorised by paragraph ~~(1)~~—~~(6)~~—

(a) ~~(a)~~—the undertaker shall do no unnecessary damage to any tree ~~or shrub~~ and shall pay compensation to any person for any loss or damage arising from such activity; and

(b) ~~(b)~~—the duty contained in section 206(1) of the 1990 Act (replacement of trees) shall not apply.

(2) ~~(3)~~—The authority given by paragraph ~~(4)~~(6) shall constitute a deemed consent under the relevant tree preservation order.

(3) ~~(4)~~—Any dispute as to a ~~person's~~ ~~person's~~ entitlement to compensation under paragraph ~~(2)~~₀, or as to the amount of compensation, shall be determined under Part 1 of the 1961 Act.

Certification of plans and documents, etc.

41

~~27.35.(1)~~—(1) The undertaker ~~shall~~must, as soon as practicable after the making of this Order, submit to the ~~decision-maker~~Secretary of State copies of—

(a) ~~(a)~~—the book of reference;

(b) ~~(b)~~—the environmental statement;

(c) the location plans;

(d) the land plans;

~~(b)~~(e) the offshore Order limits and grid coordinates plan;

~~(e)~~(f) (e)—the ~~rights~~ onshore Order limits plan;

~~(d)~~(g) (d)—the works ~~plan~~ plans;

(h) ~~(e)~~—the ~~sections~~ access to works plan;

(i) the streets plan;

(j) the public rights of way plan;

~~(e)~~(k) the tree preservation order and hedgerow plan;

(l) ~~(f)~~—any other ~~the crown land plans or documents referred to~~ onshore and offshore;

(m) the onshore limits of deviation plan;

(n) the outline construction management plan;

(o) the outline construction traffic management plan;

(p) the outline code of construction practice;

(q) the outline ecological management plan;

(r) the outline landscape management plan;

~~(f)~~(s) the ~~in this Order,~~ principle monitoring plan;

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

(t) ~~(2)~~—the outline written scheme of investigation; and

(u) the outline fisheries coexistence and liaison plan.

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

(3) Where a plan or document certified under paragraph (1)—

(a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and

(b) identifies that provision by number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in the Order as made;

the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in the Order as made.

Arbitration

42

28.36.—(1) Any difference under any provision of this Order, unless otherwise provided for, shall be referred to and settled in arbitration in accordance with the rules at Schedule 13 of this Order, by a single arbitrator to be agreed between upon by the parties, within 14 days of receipt of the notice of arbitration, or, failing agreement if the parties fail to agree within the time period stipulated, to be appointed on the application of either party (after giving written notice in writing to the other) by the ~~[insert appropriate body]~~ Secretary of State.

(2) Where the referral to arbitration under paragraph (1) relates to a difference with the Secretary of State, in the event that the parties cannot agree upon a single arbitrator within the specified time period stipulated in paragraph (1), either party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

Requirements, appeals, etc.

37.—(1) Sub-section (1) of section 78 of the 1990 Act applies to the development consent granted by this Order and to the requirements except that it is modified so as to read for the purposes of this Order only as follows—

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

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

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

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

“(1)A Where the appeal under sub-section (1) relates to a decision by the Secretary of State, the appeal shall be decided by a Secretary of State who would not be responsible for determining an application for development consent with the subject matter of the Hornsea Three Offshore Wind Farm Order 20[] if section 103(1) of the 2008 Act applied.”

(2) Sections 78 and 79 of the 1990 Act have effect in relation to any appeal under the terms of this article except that the Secretary of State in question is the Secretary of State who would be responsible for determining an application for development consent with the subject matter of this Order if section 103(1) of the 2008 Act applied.

(3) The terms of any development order, and other rules and regulations which apply to applications pursuant to conditions or the subject matter of section 78 of the 1990 Act apply, insofar as they are not inconsistent with the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 and any other orders, rules or regulations made under the 2008 Act, to any application or appeal made under the requirements specified in paragraph (1).

Abatement of works abandoned or decayed

38. Where Work Nos 1, 2 or 3 or all of them or any part of them, is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, by notice in writing require the undertaker at its own expense either to repair, make safe and restore one or both of those Works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) of the 2004 Act(24) restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

Saving provisions for Trinity House

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

Crown rights

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

- (a) to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary—
 - (i) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
 - (ii) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
 - (iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.
- (b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).

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

Protective provisions

29.41. Schedule A9 (protective provisions) has effect.

Funding

42.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

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

(2) The provisions are—

- (a) article 0 (compulsory acquisition of land);

(24) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c.32).

- (b) article 0 (compulsory acquisition of rights);
- (c) article 0 (private rights);
- (d) article 0 (acquisition of subsoil only);
- (e) article 0 (rights under or over streets);
- (f) article 0 (temporary use of land for carrying out the authorised project);
- (g) article 0 (temporary use of land for maintaining the authorised project); and
- (h) article 0 (statutory undertakers).

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

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

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

	<i>Name</i>
<u>Address</u>	<u>Head of []</u>
<u>Date</u>	<u>Department of Business, Energy and Industrial Strategy</u>

SCHEDULE 1

Authorised ~~Project~~project

Part 1

PART 1

Authorised ~~Development~~development

~~1. NOTE: This Part should describe as fully as possible the elements of the proposed~~ A nationally significant infrastructure project ~~as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 121 kilometres to the northeast of the north Norfolk coast and approximately 10 kilometres west of the median line between UK and Netherlands waters, comprising—~~

Work No. 1 —

- (a) an offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 300 wind turbine generators each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation;
- (b) up to three offshore accommodation platforms fixed to the seabed within the area shown on the works plan by monopile foundation, mono suction bucket foundation, jacket foundation, or gravity base foundation and which may be connected to each other or one of the offshore substations within Work No. 2 by an unsupported bridge; and
- (c) a network of cables between the wind turbine generators and between the wind turbine generators and Work No. 2 including ~~any~~ one or more cable crossings;

and associated development), which are within the meaning of section 115(2) of the 2008 Act comprising—

Work No.2 —

- (a) up to 12 offshore type 1 substations each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation or box-type gravity base foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (b) up to four offshore type 2 substations each fixed to the seabed by either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (c) a network of cables;
- (d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MLWS including one or more cable crossings; and
- (e) up to eight temporary horizontal directional drilling exit pits;

Work No. 3 —

- (a) in the event that the mode of transmission is HVAC, up to four offshore HVAC booster stations fixed to the seabed within the area shown on the works plan by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (b) in the event that the mode of transmission is HVAC, up to six offshore subsea HVAC booster stations fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (c) in the event that the mode of transmission is HVAC, a network of cables between HVAC booster stations or offshore subsea HVAC booster stations; and
- (d) in the event that the mode of transmission is HVAC, up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings;

Work No. 4 — a temporary work area associated with Work No.2 and Work No.3 for vessels to carry out intrusive activities alongside Work No.2 or Work No.3;

Work No. 5 — landfall connection works comprising up to six cable circuits and ducts and onshore construction works within the Order limits seaward of MHWS and landward of MLWS;

In the county of Norfolk, districts of North Norfolk, Broadland and South Norfolk

Work No. 6 — onshore connection works consisting of up to six cable circuits, ducts and between Work No. 5 and Work No. 7 landward of MHWS and onshore construction works;

Work No.7 — onshore connection works consisting of—

- (a) up to six cable circuits and associated electrical circuit ducts between Work No. 6 to Work No. 8;
- (b) onshore construction works;
- (c) up to six transition joint bays; and
- (d) horizontal directional drilling launch pits;

Work No. 8 — onshore connection works consisting of—

- (a) up to six cable circuits and associated electrical circuit ducts to Work No. 11;
- (b) onshore construction works; and

(c) up to 330 link boxes;

Work No. 9 — onshore connection works consisting of construction of an onshore HVAC booster station, together with onshore construction works;

Work No. 10 — onshore connection works consisting of an onshore HVDC/HVAC substation, including up to six cable circuits and electrical circuit ducts, and onshore construction works;

Work No. 11 — onshore connection works consisting of up to six cable circuits and electrical circuit ducts between Work No. 10 and Work No. 12 and onshore construction works;

Work No. 12 — onshore connection works consisting of up to six cable circuits and electrical circuit ducts between Work No. 11 and the Norwich Main National Grid substation, including a connection above ground and electrical engineering works within or around the National Grid substation buildings and compound, and onshore construction works;

Work No. 13 — a construction compound to support the construction of Work Nos. 8, 9, 10, 11, 12, 14 and 15;

Work No. 14 — temporary vehicular access tracks to serve Work Nos. 7, 8, 9, 10, 11, 12, 13 and 15; and

Work No. 15 — temporary storage areas to assist with the onshore connection works.

In connection with such Work Nos. 1 to 5 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of section 32 or in connection with the relevant part of the 2008 Act, for which authorised development consent is sought. ~~It should not include~~ and which fall within the scope of the work assessed by the environmental statement, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 1 to 5 and the disposal of up to 3,563,133 cubic metres of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits; and

(d) removal of static fishing equipment;

and in connection with such Work Nos. 6 to 15 and to the extent that they do not otherwise form part of any ~~elements of such work~~, further associated development ~~which would be authorised by specific provisions in the Order.~~ comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

Part 2 Ancillary Works

[NOTE: This Part should describe as fully as possible the ancillary works for which consent is sought and which are not development within the meaning of section 32 of the 2008 Act and which would not be the subject of a separate provision [article] in this Order.]

Model Provisions in respect of requirements

Interpretation

~~In this Schedule--~~

- (a) ~~"the 1990 Act"~~ ramps, means ~~the Town~~ of access and footpaths;
- (b) bunds, embankments, swales, landscaping, fencing and boundary treatments;
- (c) habitat creation;
- (a)(d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and Country Planning Act 1990 ~~tape, and lighting and other works associated with cable laying;~~

~~"the 2008 Act" means the Planning Act 2008;~~

~~"authorised development" means the development and associated development described in Part 1 of Schedule A (authorised project) [and any other development authorised by this Order], which is development within the meaning of section 32 of the 2008 Act;~~

- (e) "works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting;
- (f) works to alter the position of apparatus, including mains, sewers, drains and cables;
- (g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (h) landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project" ~~means;~~
- (i) works for the benefit or protection of land affected by the authorised development and the ancillary works ~~project;~~
- (b)(j) working sites in connection with the construction of the authorised by this Order; ~~project, construction lay down areas and compounds, storage compounds and their restoration.~~

~~"the code of construction practice" means the code of construction practice agreed by [insert relevant body] on [insert date];~~

~~"the environmental document" means the document certified as the environmental document by the decision-maker for the purposes of this Order;~~

~~"highway" and "highway authority" have the same meaning as in the Highways Act 1980;~~

~~30.2. "the Order limits" means the limits shown on the works plan within which The grid coordinates for that part of the authorised project may be carried out; which is seaward of MHWS are specified below—~~

~~"relevant planning authority" means--~~

- (i) ~~the district planning authority for the area in which the land to which the provisions of this Order apply is situated unless the provisions relate to the construction or alteration of a hazardous waste facility, in which case it means the county planning authority;~~
- (ii) ~~a National Park Authority;~~
- (iii) ~~the Broads Authority;~~

Point Latitude (DMS) Longitude (DMS) Point Latitude (DMS) Longitude (DMS)

<u>ID</u>			<u>ID</u>		
<u>1</u>	52° 57' 23.299" N	1° 5' 48.611" E	<u>64</u>	53° 45' 27.296" N	2° 34' 19.781" E
<u>2</u>	52° 58' 22.516" N	1° 4' 22.810" E	<u>65</u>	53° 45' 17.155" N	2° 33' 57.193" E
<u>3</u>	52° 59' 43.107" N	1° 3' 16.300" E	<u>66</u>	53° 44' 25.151" N	2° 28' 22.483" E
<u>4</u>	53° 0' 12.806" N	1° 3' 4.176" E	<u>67</u>	53° 43' 43.437" N	2° 23' 42.266" E
<u>5</u>	53° 0' 41.322" N	1° 3' 5.626" E	<u>68</u>	53° 43' 38.549" N	2° 23' 1.918" E
<u>6</u>	53° 2' 15.365" N	1° 3' 25.796" E	<u>69</u>	53° 40' 30.736" N	2° 17' 49.303" E
<u>7</u>	53° 4' 22.383" N	1° 5' 4.618" E	<u>70</u>	53° 37' 10.969" N	2° 7' 19.167" E
<u>8</u>	53° 4' 48.739" N	1° 5' 38.118" E	<u>71</u>	53° 37' 2.480" N	2° 6' 39.277" E
<u>9</u>	53° 5' 0.912" N	1° 6' 53.813" E	<u>72</u>	53° 36' 20.389" N	2° 5' 9.581" E
<u>10</u>	53° 4' 56.963" N	1° 8' 49.809" E	<u>73</u>	53° 35' 18.067" N	2° 5' 0.546" E
<u>11</u>	53° 4' 47.089" N	1° 10' 20.278" E	<u>74</u>	53° 34' 58.529" N	2° 4' 49.759" E
<u>12</u>	53° 4' 50.116" N	1° 12' 8.936" E	<u>75</u>	53° 34' 37.908" N	2° 4' 16.626" E
<u>13</u>	53° 5' 1.606" N	1° 14' 7.325" E	<u>76</u>	53° 32' 54.718" N	2° 4' 40.220" E
<u>14</u>	53° 5' 2.192" N	1° 14' 30.074" E	<u>77</u>	53° 32' 31.275" N	2° 4' 37.727" E
<u>15</u>	53° 4' 58.764" N	1° 14' 55.483" E	<u>78</u>	53° 31' 59.257" N	2° 4' 11.934" E
<u>16</u>	53° 4' 32.854" N	1° 16' 47.381" E	<u>79</u>	53° 31' 13.675" N	2° 3' 20.449" E
<u>17</u>	53° 4' 32.226" N	1° 19' 19.524" E	<u>80</u>	53° 30' 18.703" N	2° 2' 26.715" E
<u>18</u>	53° 4' 54.358" N	1° 22' 30.281" E	<u>81</u>	53° 30' 0.496" N	2° 1' 55.943" E
<u>19</u>	53° 5' 6.119" N	1° 25' 0.302" E	<u>82</u>	53° 29' 53.014" N	2° 1' 22.871" E
<u>20</u>	53° 5' 7.887" N	1° 26' 23.233" E	<u>83</u>	53° 29' 52.335" N	2° 0' 47.588" E
<u>21</u>	53° 5' 4.100" N	1° 27' 30.916" E	<u>84</u>	53° 28' 18.157" N	1° 53' 52.525" E
<u>22</u>	53° 5' 52.998" N	1° 28' 30.016" E	<u>85</u>	53° 27' 38.035" N	1° 51' 19.593" E
<u>23</u>	53° 14' 11.509" N	1° 41' 28.704" E	<u>86</u>	53° 27' 25.643" N	1° 50' 32.418" E
<u>24</u>	53° 14' 27.431" N	1° 42' 14.962" E	<u>87</u>	53° 27' 18.150" N	1° 50' 31.601" E
<u>25</u>	53° 15' 49.705" N	1° 44' 10.074" E	<u>88</u>	53° 26' 16.707" N	1° 50' 4.603" E
<u>26</u>	53° 16' 25.597" N	1° 44' 37.874" E	<u>89</u>	53° 25' 53.921" N	1° 50' 10.016" E
<u>27</u>	53° 19' 1.814" N	1° 45' 50.556" E	<u>90</u>	53° 25' 34.502" N	1° 50' 4.308" E
<u>28</u>	53° 22' 33.955" N	1° 46' 57.914" E	<u>91</u>	53° 24' 21.903" N	1° 49' 42.825" E
<u>29</u>	53° 22' 55.872" N	1° 46' 55.918" E	<u>92</u>	53° 24' 2.505" N	1° 49' 42.663" E
<u>30</u>	53° 23' 22.176" N	1° 47' 7.319" E	<u>93</u>	53° 23' 34.480" N	1° 49' 32.287" E
<u>31</u>	53° 23' 41.762" N	1° 47' 5.727" E	<u>94</u>	53° 23' 14.095" N	1° 49' 34.013" E
<u>32</u>	53° 24' 11.270" N	1° 47' 16.705" E	<u>95</u>	53° 22' 47.157" N	1° 49' 22.581" E
<u>33</u>	53° 24' 33.225" N	1° 47' 17.703" E	<u>96</u>	53° 22' 23.714" N	1° 49' 23.370" E
<u>34</u>	53° 25' 56.028" N	1° 47' 42.459" E	<u>97</u>	53° 18' 42.217" N	1° 48' 12.788" E
<u>35</u>	53° 26' 20.933" N	1° 47' 36.143" E	<u>98</u>	53° 15' 55.220" N	1° 46' 54.772" E
<u>36</u>	53° 26' 43.765" N	1° 47' 45.420" E	<u>99</u>	53° 15' 3.154" N	1° 46' 14.109" E
<u>37</u>	53° 27' 30.131" N	1° 48' 5.945" E	<u>100</u>	53° 13' 23.395" N	1° 43' 55.484" E
<u>38</u>	53° 27' 46.677" N	1° 48' 5.619" E	<u>101</u>	53° 13' 5.062" N	1° 43' 4.402" E
<u>39</u>	53° 28' 17.076" N	1° 48' 21.428" E	<u>102</u>	53° 4' 59.121" N	1° 30' 24.338" E
<u>40</u>	53° 28' 37.302" N	1° 49' 1.846" E	<u>103</u>	53° 4' 20.493" N	1° 29' 37.106" E
<u>41</u>	53° 29' 38.707" N	1° 52' 55.786" E	<u>104</u>	53° 4' 9.988" N	1° 29' 29.310" E
<u>42</u>	53° 31' 13.071" N	1° 59' 48.933" E	<u>105</u>	53° 3' 47.663" N	1° 28' 59.880" E
<u>43</u>	53° 31' 19.720" N	2° 0' 36.709" E	<u>106</u>	53° 3' 36.602" N	1° 28' 9.237" E

<u>44</u>	<u>53° 32' 1.260" N</u>	<u>2° 1' 17.462" E</u>	<u>107</u>	<u>53° 3' 36.599" N</u>	<u>1° 27' 27.833" E</u>
<u>45</u>	<u>53° 32' 51.864" N</u>	<u>2° 2' 12.822" E</u>	<u>108</u>	<u>53° 3' 40.623" N</u>	<u>1° 26' 14.722" E</u>
<u>46</u>	<u>53° 34' 50.465" N</u>	<u>2° 1' 45.585" E</u>	<u>109</u>	<u>53° 3' 39.011" N</u>	<u>1° 25' 12.221" E</u>
<u>47</u>	<u>53° 35' 23.664" N</u>	<u>2° 1' 56.535" E</u>	<u>110</u>	<u>53° 3' 28.120" N</u>	<u>1° 22' 53.680" E</u>
<u>48</u>	<u>53° 35' 46.884" N</u>	<u>2° 2' 37.417" E</u>	<u>111</u>	<u>53° 3' 4.980" N</u>	<u>1° 19' 32.112" E</u>
<u>49</u>	<u>53° 36' 32.251" N</u>	<u>2° 2' 43.845" E</u>	<u>112</u>	<u>53° 3' 6.278" N</u>	<u>1° 16' 22.646" E</u>
<u>50</u>	<u>53° 37' 0.888" N</u>	<u>2° 2' 53.784" E</u>	<u>113</u>	<u>53° 3' 34.066" N</u>	<u>1° 14' 17.070" E</u>
<u>51</u>	<u>53° 37' 20.916" N</u>	<u>2° 3' 21.412" E</u>	<u>114</u>	<u>53° 3' 23.126" N</u>	<u>1° 12' 23.483" E</u>
<u>52</u>	<u>53° 38' 20.262" N</u>	<u>2° 5' 30.569" E</u>	<u>115</u>	<u>53° 3' 19.662" N</u>	<u>1° 10' 8.762" E</u>
<u>53</u>	<u>53° 38' 31.038" N</u>	<u>2° 6' 19.862" E</u>	<u>116</u>	<u>53° 3' 30.020" N</u>	<u>1° 8' 33.828" E</u>
<u>54</u>	<u>53° 41' 39.572" N</u>	<u>2° 16' 17.662" E</u>	<u>117</u>	<u>53° 3' 32.792" N</u>	<u>1° 7' 6.899" E</u>
<u>55</u>	<u>53° 44' 4.728" N</u>	<u>2° 20' 18.541" E</u>	<u>118</u>	<u>53° 1' 51.145" N</u>	<u>1° 5' 45.682" E</u>
<u>56</u>	<u>53° 51' 54.307" N</u>	<u>2° 19' 24.004" E</u>	<u>119</u>	<u>53° 0' 17.303" N</u>	<u>1° 5' 29.793" E</u>
<u>57</u>	<u>53° 52' 12.798" N</u>	<u>2° 19' 38.938" E</u>	<u>120</u>	<u>52° 59' 10.951" N</u>	<u>1° 6' 24.006" E</u>
<u>58</u>	<u>53° 59' 22.420" N</u>	<u>2° 11' 50.694" E</u>	<u>121</u>	<u>52° 58' 23.000" N</u>	<u>1° 7' 34.209" E</u>
<u>59</u>	<u>53° 59' 19.280" N</u>	<u>2° 13' 34.691" E</u>	<u>122</u>	<u>52° 57' 44.291" N</u>	<u>1° 7' 45.470" E</u>
<u>60</u>	<u>53° 58' 42.514" N</u>	<u>2° 32' 43.904" E</u>	<u>123</u>	<u>52° 57' 19.850" N</u>	<u>1° 7' 56.688" E</u>
<u>61</u>	<u>54° 0' 4.028" N</u>	<u>2° 40' 52.651" E</u>	<u>124</u>	<u>52° 56' 59.623" N</u>	<u>1° 8' 4.381" E</u>
<u>62</u>	<u>53° 48' 57.136" N</u>	<u>2° 44' 53.902" E</u>	<u>125</u>	<u>52° 57' 2.633" N</u>	<u>1° 7' 44.016" E</u>
<u>63</u>	<u>53° 41' 22.175" N</u>	<u>2° 47' 35.927" E</u>	<u>126</u>	<u>52° 57' 4.058" N</u>	<u>1° 7' 42.464" E</u>

PART 2

Ancillary works

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

temporary landing places, moorings or other means of accommodating vessels in the construction and

(iv) the Greater London Authority if the land to which the provisions of this Order /or requirements apply is situated in Greater London;

(a) "stage" means a defined section or part maintenance of the authorised development, the extent of which is shown in a scheme submitted to;

(b) marking buoys, beacons, fenders and approved other navigational warning or ship impact protection works; and

(a)(c) temporary works for the benefit or protection of land or structures affected by the Commission pursuant to requirement 3 (stages of authorised development);

PART 3

Requirements

Time limits

2

1. The authorised project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

Detailed offshore design parameters

2.—(1) Subject to paragraph (2), wind turbine generators forming part of the authorised project must not—

- (a) in the event that the total number of wind turbine generators constructed is 160 or fewer—
 - (i) exceed a height of 325 metres when measured from LAT to the tip of the vertical blade; and
 - (ii) exceed a rotor diameter of 265 metres.
- (b) in the event that the total number of wind turbine generators constructed is 300—
 - (i) exceed a height of 250 metres when measured from LAT to the tip of the vertical blade; and
 - (ii) exceed a rotor diameter of 195 metres.
- (c) be less than one kilometre from the nearest wind turbine generator in all directions; and
- (d) be less than 34.97 metres from LAT to the lowest point of the rotating blade.

(2) References to the location of a wind turbine generator are reference to the centre point of that wind turbine generator.

(3) Wind turbine generator foundation structures forming part of the authorised scheme must be one of the following foundation options: monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation.

(4) No wind turbine generator—

- (a) jacket foundations employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than four meters; and
- (b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(5) The total seabed footprint area for wind turbine generator foundations must not exceed—

- (a) 435,660 square metres excluding scour protection; and
- (b) 1,623,182 square metres including scour protection.

3.—(1) The total number of offshore electrical installations and offshore accommodation platforms shall not exceed 21, and shall consist of no more than—

- (a) 12 offshore type 1 substations;
- (b) four offshore type 2 substations;
- (c) four offshore HVAC booster stations;
- (d) six offshore subsea HVAC booster stations; and
- (e) three offshore accommodation platforms.

(2) The dimensions of any offshore type 1 substations forming part of the authorised project must not exceed—

- (a) 90 metres in height when measured from LAT;

- (b) 100 metres in length; and
 - (c) 100 metres in width.
- (3) The dimensions of any offshore type 2 substation forming part of the authorised project must not exceed—
 - (a) 110 metres in height when measured from LAT;
 - (b) 180 metres in length; and
 - (c) 90 metres in width.
- (4) The dimensions of any offshore HVAC booster station forming part of the authorised project must not exceed—
 - (a) 90 metres in height when measured from LAT;
 - (b) 100 metres in length; and
 - (c) 100 metres in width.
- (5) The dimensions of any offshore subsea HVAC booster station forming part of the authorised project must not exceed—
 - (a) 15 metres in height when measured from the seabed;
 - (b) 50 metres in length; and
 - (c) 50 metres in width.
- (6) The dimensions of any offshore accommodation platform forming part of the authorised project must not exceed—
 - (a) 64 metres in height when measured from LAT;
 - (b) 60 metres in length; and
 - (c) 60 metres in width.
- (7) Any bridge located between any offshore substation or accommodation platform shall be no longer than 100 metres.
- (8) Offshore accommodation platform foundation structures forming part of the authorised project must be one of the following foundation options: monopile foundations, mono suction bucket foundations, jacket foundations, or gravity base foundations.
- (9) Offshore installation foundation structures forming part of the authorised scheme must be one of the following foundation options—
 - (a) for offshore type 1 substations, offshore HVAC booster stations and offshore subsea HVAC booster stations either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations or box-type gravity base foundations; and
 - (b) for offshore type 2 substations, either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations.
- (10) No offshore installation or offshore accommodation platform—
 - (a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than 4 metres; and
 - (b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.
- (11) The total seabed footprint area for offshore accommodation platform foundations must not exceed—
 - (a) 8,836 square metres excluding scour protection; and
 - (b) 28,628 square metres including scour protection.
- (12) The total seabed footprint area for offshore installation foundations must not exceed—
 - (a) 138,900 square metres excluding scour protection; and

(b) 267,900 square metres including scour protection.

4. The total volume of scour protection for wind turbine generators, offshore accommodation platforms and offshore electrical installations shall not exceed 2,709,673 cubic metres.

5.—(1) The number of cable systems shall not exceed six.

(2) The total length of the cables comprising Work No. 1(c) shall not exceed 830 kilometres.

(3) The total length of the cables comprising Work Nos. 2(c), 2(d) and 3(d) shall not exceed 1,371 kilometres.

(4) The total volume of cable protection (excluding cable crossings) shall not exceed 2,201,000 cubic metres with a maximum footprint of 1,540,700 square metres.

(5) The total volume of cable protection associated with cable crossings shall not exceed 784,875 cubic metres with a maximum footprint of 747,500 square metres.

Phases of authorised development must be begun within [insert number] years of the date of this Order.

Stages of—(6) The authorised development

3

~~31.6. No authorised development shall commence~~ may not be commenced until a written scheme setting out ~~all the stages~~ phases of construction of the authorised ~~development project~~ development project has, ~~after consultation with the relevant planning authority and highway authority,~~ been submitted to and approved by the Commission relevant planning authority, in relation to the connection works, or the MMO, in relation to works seaward of MHWS.

(1) The scheme must be implemented as approved.

Detailed design approval onshore

4

~~7. No [stage of the] authorised development shall~~—(1) Construction of the connection works in either Work No.9 or Work No. 10 shall not commence until [for that stage] written details of—

(a) the following layout;

(b) scale;

(c) proposed finished ground levels;

(d) external appearance

(e) hard surfacing materials;

(f) vehicular and pedestrian access, parking and circulation areas;

(g) minor structures, such as furniture, refuse or other storage units, signs and lighting;

(h) proposed and existing functional services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports; and

(i) implementation timetables for all landscaping works;

relating to that element of the authorised project have, ~~after consultation with~~ been submitted to and approved in writing by the relevant planning authority, ~~been submitted to and approved by the Commission—.~~

~~{or~~

~~5~~

~~No [stage of the] authorised development shall commence until details of the layout, scale and external appearance of the following elements of the authorised development [within that stage] have, after consultation with the relevant planning authority, been submitted to and approved by the Commission]~~

~~6~~

~~(2) The authorised development~~The details submitted under sub-paragraph (1) must be in accordance with the limits of deviation set out in the onshore limits of deviation plan.

~~(4)~~(3) The connection works in Works No.9 and 10 must be carried out in accordance with the approved details.

Provision of landscaping

~~7~~

~~32.8. No [stage/phase of the] authorised development shall until connection works may commence a written landscaping scheme [until for that stage] has, after consultation with phase written landscape management plan and associated work programme (which accords with the relevant planning authority, outline landscape management plan and outline ecological management plan) has been submitted to and approved by the Commission. The landscaping scheme must include details of all proposed hard and soft landscaping works, including relevant planning authority in consultation with Natural England.~~

~~(a) location, number, species, size and planting density of any proposed planting;~~

~~(b) cultivation, importing of materials and other operations to ensure plant establishment;~~

~~(c) proposed finished ground levels;~~

~~(d) hard surfacing materials;~~

~~(e) vehicular and pedestrian access, parking and circulation areas;~~

~~(f) minor structures, such as furniture, refuse or other storage units, signs and lighting;~~

~~(g) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports;~~

~~(h) details of existing trees to be retained, with measures for their protection during the construction period;~~

~~(i) retained historic landscape features and proposals for restoration, where relevant; and~~

~~(j) implementation timetables for all landscaping works.~~

Implementation and maintenance of landscaping

8

~~33.9.(1)~~ ~~—(1) All landscaping~~landscape works must be carried out in accordance with the landscaping schemelandscape management plans approved under requirement ~~7 and to a reasonable standard~~0 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards ~~or other recognised codes of good practice~~.

~~(2)~~ ~~—The landscaping works must be carried out in accordance with implementation timetables approved under requirement 6.~~

~~(1)(2) (3)~~ ~~—Any tree or shrub planted as part of an approved landscaping scheme~~landscape management plan that, within a period of five years after planting, is removed by the undertaker, dies or becomes, in the opinion of the ~~Commission~~relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, ~~unless otherwise approved by the Commission~~.

Trees

9

(1) — Ecological management plan

~~10.—(1) No [stage~~phase of the] ~~authorised development shall~~ connection works may commence until for that phase a written details of any proposed tree planting ecological management plan (which accords with the outline ecological management plan) reflecting the survey results and the proposed times of planting have, after consultation with the ecological mitigation and enhancement measures included in the environmental statement has been submitted to and approved by the relevant planning authority, been approved in writing by the Commission; and all tree planting shall in consultation with Natural England.

~~(2) The ecological management plan must include an implementation timetable and must~~ be carried out ~~in accordance with those details and at those times~~as approved.

~~(2) —If within a period of [two years] beginning with the date of the planting of any tree that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, [or becomes, in the opinion of the Commission, seriously damaged or defective,] another tree of the same species and size as that originally planted shall be planted at the same place, unless the Commission gives its written consent to a variation.~~

Highway accesses

10

~~34.11.(1)~~ ~~—No [stage~~ (1) Construction of ~~the] authorised development~~any access shall not commence until ~~[for that stage,~~access written details of the siting, design ~~and,~~ layout ~~of~~and any access management measures for any new, permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic, has, after consultation with the ~~relevant planning authority and~~ highway authority, been submitted to and approved by the ~~Commission~~relevant planning authority.

~~(2) (2) — The requirements in sub-paragraph (1) shall not apply to any proposed means of access to a highway which do not require any construction or modification works, and which are contained within the access to works plan.~~

~~(3) The highway accesses for each phase must be constructed in accordance with the approved details.~~

~~(3) — No [stage of the] authorised development shall be begun until [for that stage,] a written Access Management Scheme has, after consultation with the relevant planning authority and highway authority, been submitted to and approved by the Commission.~~

~~(4) — The Access Management Scheme must be carried out in accordance with the approved details.~~

Public rights of way

11

~~(1) — No [stage of the] authorised development shall commence that would affect [*insert details of relevant right of way*] until a written implementation plan and specification for the making up of an alternative right of way has, after consultation with the relevant planning authority and highway authority, been submitted to and approved by the Commission.~~

~~(2) — The alternative [*insert details of relevant right of way*] shall be implemented in accordance with the approved plan and specification.~~

Fencing special roads

12

~~(1) — No [stage of the] authorised development shall commence until written details of the design and construction of any boundary fencing for special roads have, after consultation with the relevant planning authority and highway authority, been submitted to and approved by the Commission.~~

~~(2) — The authorised development shall be carried out in accordance with the approved design and construction.~~

~~(3) — "Special road" has the same meaning as in section 329 of the Highways Act 1980.~~

Fencing and other means of enclosure

13

~~12.(1) — (1) No [stage/phase of the] authorised development shall connection works may commence until for that phase written details of all proposed permanent and temporary fences, walls or other means of enclosure of the connection works have been submitted to and approved by the relevant planning authority.~~

~~(2) Any temporary fences, walls or other means of enclosure [for that stage] have, after consultation with the relevant planning authority, been submitted to and approved by the Commission must be provided in accordance with the outline code of construction practice.~~

(3) ~~(2)~~—The ~~[insert description], and any~~All construction sites, must remain securely fenced in accordance with the code of construction practice at all times during construction of the authorised development relevant phase of the connection works.

(4) ~~(3)~~—Any temporary fencing must be removed on completion of the authorised development relevant phase of the connection works.

(5) ~~(4)~~—Any approved permanent fencing of the new [insert description] in relation to an onshore HVDC/HVAC substation or onshore HVAC booster station must be completed before ~~the [insert description]~~that onshore HVDC/HVAC substation or onshore HVAC booster station is brought into use and maintained for the operational lifetime of the onshore HVDC/HVAC substation or onshore HVAC booster station.

Surface and foul water drainage

14

~~35.13.(1)~~—(1) No ~~[stage/phase of the]~~authorised development connection works shall commence until ~~[for that stage,]phase~~ written details of the surface and ~~(if any)~~ foul water drainage system (including means of pollution control) have, after consultation with the relevant ~~planning authority and the~~ sewerage and drainage ~~authority/authorities and the Environment Agency~~, been submitted to and approved by the Commission relevant planning authority.

~~(1)(2)~~ ~~(2)~~—The surface and foul water drainage system for each phase must be constructed and maintained in accordance with the approved details.

Contaminated land and groundwater scheme

15

~~36.14.(1)~~—(1) No ~~[stage/phase of the]~~ authorised development shall commence within the area of a relevant planning authority may be commenced until a written scheme ~~[applicable to that stage,]~~ to deal with the contamination of any land, ~~(including groundwater,)~~ within the Order limits ~~which~~that is likely to cause significant harm to persons or pollution of controlled waters or the environment has, ~~after consultation with the~~ been submitted to, and approved by, the relevant planning authority ~~and in consultation with~~ the Environment Agency, ~~been submitted to and approved by and, to~~ the Commission ~~extent that the plan relates to the~~ intertidal area, the MMO.

~~(1)(2)~~ ~~(2)~~—The scheme shall~~must~~ include an investigation and assessment report, prepared by a specialist consultant approved by the relevant planning authority, to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its intended purpose, together with a management plan which sets out long-term measures with respect to any contaminants remaining on the site.

~~(2)(3)~~ ~~(3)~~—~~Remediation~~Such remediation as may be identified in the approved scheme must be carried out in accordance with the approved scheme.

Archaeology

16

~~(1)~~—No ~~[stage of the]~~ authorised development shall commence until ~~[for that stage,] a~~ written scheme for the investigation of areas of archaeological interest [as identified in

~~section [] of the environmental document] has, after consultation with the relevant planning authority, been submitted to and approved by the Commission.~~

~~(2) — The scheme shall identify areas where field work and/or a watching brief are required, and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found.~~

~~(3) — Any archaeological works or watching brief carried out under the scheme must be by a suitably qualified person or body approved by the Commission.~~

~~(4) — Surface water~~

~~15.—(1) No part of the onshore HVDC/HVAC substation or onshore HVAC booster station shall commence until a detailed surface water scheme in accordance with the outline code of construction practice and based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the onshore HVDC/HVAC substation has been submitted to and approved in writing by the relevant planning authority, in consultation with the Environment Agency the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991.~~

~~(2) Construction of the onshore HVDC/HVAC substation must be carried out in accordance with the approved scheme.~~

Onshore Archaeology

~~16.—(1) No phase of the connection works may commence until for that phase a written scheme of archaeological investigation for Work Nos. 6 to 15 has been submitted to and approved by the relevant planning authority.~~

~~(3)(2) Any archaeological works or watching brief must be carried out in accordance with the approved scheme.~~

Ecological management plan

17

~~(1) — No [stage of the] authorised development shall commence until a written ecological management plan [for that stage] reflecting the survey results and ecological mitigation and enhancement measures included in the environmental document, after consultation with the relevant planning authority, shall be submitted to and approved by the Commission.~~

~~(2) — The ecological management plan shall include an implementation timetable and must be carried out as approved.~~

~~(3) In the event that site investigation is required, the site investigation and post investigation assessment must be completed for that phase in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition secured for that phase.~~

Code of construction practice

18

~~Construction works shall be carried out in accordance with the agreed code of construction practice, unless otherwise agreed by the Commission, after consultation with relevant planning authority.~~

~~for~~

19

~~(1) — No [stage/phase of the] authorised development shall any works landward of MLWS may commence until for that phase a code of construction practice shall, ~~after consultation with the relevant planning authority, be submitted to and approved by the Commission.~~~~

~~(2) — All construction works shall be undertaken in accordance with the approved code, unless otherwise agreed by the Commission.]~~

~~*[Note: The code should specify measures designed to minimise the impacts of construction works, such as means of minimising pollution from dust, noise, vibration and lighting, wheel cleansing facilities, routes for construction traffic, working hours etc. To the extent that it does not, or does not do so adequately, separate conditions are likely to be required, some of (which are indicated below].*~~

Design of roads

20

~~(1) — No [stage of the] authorised development consisting of the construction or alteration of a street which is a trunk road or including any traffic management and control measures shall commence until written details of the design of the street shall, after consultation with the Highways Agency, be submitted to and approved by the Commission.~~

~~(2) — The [authorised development] construction or alteration of the street or the taking of traffic management and control measures shall be carried out in accordance with the approved design.~~

External lighting

21

~~No [stage of the] authorised development, shall commence until written details of any external lighting to be installed at any of the construction sites [within that stage], including measures to prevent light spillage, shall, after consultation with the relevant planning authority and the highway authority, be submitted to and approved by the Commission; and any approved means of lighting must subsequently be installed and retained for the duration accord with the outline code of ~~the~~ construction period.~~

Construction traffic

22

~~(1) — No [stage of the] authorised development shall commence until written details of the preferred route to be used by construction traffic shall, after consultation with the relevant planning authority and the highway authority, be submitted to and approved by the Commission.~~

~~(2) — Notices shall be erected and maintained throughout the period of construction at every construction site exit, indicating to drivers the route agreed by the Commission for traffic entering and leaving the site.~~

~~Control of noise during construction and maintenance~~

~~23~~

~~37.17.(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme for noise management during construction and maintenance [of that stage]practice) has been submitted to and approved by the Commissionrelevant planning authority, in consultation with the relevant highway authority and, if applicable, the MMO.~~

~~(2) — The scheme shall set out the particulars of--~~

~~(a) — the works, and the method by which they are to be carried out;~~

~~(b) — the noise attenuation measures to be taken to minimise noise resulting from the works, including any noise limits; and~~

~~(c) — a scheme for monitoring the noise during the works to ensure compliance with the noise limits and the effectiveness of the attenuation measures.~~

~~(3) — The approved noise management scheme must be implemented before and maintained during construction and maintenance of the [relevant stage of the] authorised development.~~

~~(4) — The construction and maintenance works must be undertaken in accordance with the approved noise management scheme.~~

~~Construction hourstraffic management plan~~

~~24~~

~~(1) — Construction work shall not take place other than between [0800 and 1800 hours on weekdays and 0800 and 1300 hours on Saturdays, excluding public holidays], unless otherwise agreed by the Commission.~~

~~(2) — Nothing in paragraph (1) precludes a start-up period from [0730 to 0800] and a shut down period from [1800 to 1830] on weekdays (excluding public holidays).~~

~~Control of noise during operational —(1) No phase~~

~~25~~

~~(1) — No authorised development shall of the connection works may commence operation until, after consultation with the relevant planning authority, a written scheme for noise details of a construction traffic management plan (which accords with the outline construction traffic management including monitoring and attenuation for the use of the authorised project plan) for that phase has been submitted to and approved by the Commission.~~

~~(2) — The noise management scheme must be implemented as approved and maintained for the duration of use of the authorised project.~~

Control of odour emissions

26

~~(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme for the management and mitigation of odour emissions has been submitted to and approved by the Commission.~~

~~(2) — The approved scheme for the management and mitigation of odour emissions must be implemented before and maintained during the construction, operation and decommissioning of the [relevant stage of the] authorised development.~~

Control of artificial light emissions

27

~~(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme for the management and mitigation of artificial light emissions has been submitted to and approved by the Commission.~~

~~(2) — The approved scheme for the management and mitigation of artificial light emissions must be implemented before and maintained during the construction, operation and decommissioning of the [relevant stage of the] authorised development.~~

Control of dust emissions

28

~~(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme for the management and mitigation of dust emissions has been submitted to and approved by the Commission.~~

~~(2) — The approved scheme for the management and mitigation of dust emissions must be implemented before and maintained during the construction, operation and decommissioning of the [relevant stage of the] authorised development~~

Control of smoke emissions

29

~~(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme for the management and mitigation of smoke emissions has been submitted to and approved by the Commission.~~

~~(2) — The approved scheme for the management and mitigation of smoke emissions must be implemented before and maintained during the construction, operation and decommissioning of the [relevant stage of the] authorised development.~~

Control of steam emissions

30

~~(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme for the management and mitigation of steam emissions has been submitted to and approved by the Commission.~~

~~(2) — The approved scheme for the management and mitigation of steam emissions must be implemented before and maintained during the construction, operation and decommissioning of the [relevant stage of the] authorised development.~~

Control of insects

31

~~(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme to ensure the prevention of infestation or emanation of insects from the authorised development has been submitted to and approved by the Commission.~~

~~(2) — The approved scheme for the prevention of infestation or emanation of insects must be implemented before and maintained during the construction, operation and decommissioning of the [relevant stage of the] authorised development.~~

~~(3) — For the purposes of this requirement, "insects" excludes insects that are wild animals included in Schedule 5 to the Wildlife and Countryside Act 1981 (animals which are protected), unless they are included in respect of section 9(5) of that Act only.~~

Accumulations and deposits

32

~~(1) — No [stage of the] authorised development shall commence until, after consultation with the relevant planning authority, a written scheme for the management of any accumulations [or] and deposits whose effects may be harmful or visible or otherwise noticeable from outside the Order limits has been submitted to and approved by the Commission.~~

~~(2) The approved scheme for the management of accumulations and deposits must be implemented before and maintained during the construction, operation and decommissioning of the [relevant stage of the] authorised development.~~

Travel plan

33

~~38.18.(1) No [stage of the] of the authorised development shall be begun until, after consultation with the relevant planning authority and the relevant highway authority, a travel plan [for the contractor's workforce], which must include details of the expected means of travel to and from [the authorised [project]][the construction site] and any parking to be provided, has been submitted to and approved by the Commission.~~

~~(2) No part of the authorised project shall be brought into use until, after consultation with the relevant planning authority and the highway authority, a travel plan, which must include details of the expected means of travel to and from the authorised project and any parking to be provided, has been submitted to and approved by the Commission.~~

~~(3) The plan approved under paragraph (1) must be implemented during the construction of the authorised development and the plan approved under paragraph (2) must be implemented [within one month of the authorised project being brought into use] and shall continue to be implemented for as long as the authorised project is used.~~

~~(1) The construction traffic management plan must contain details of—~~

- ~~(a) proposed vehicle routeing plans;~~
- ~~(b) any abnormal indivisible loads that may be delivered by road, or confirmation that no abnormal indivisible loads will be required for construction of the authorised development;~~
- ~~(c) condition surveys;~~
- ~~(d) any highway works proposed; and~~
- ~~(e) construction personnel travel.~~

European protected species onshore

34

~~39.19.(1) —(1) No [stage/phase of the] authorised development shall connection works may commence until [further] final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by the authorised development that phase of the connection works or in any of the trees to be lopped or felled or buildings to be demolished during [that stage of] as part of that phase of the authorised development connection works.~~

~~(2) (2) —Where a European protected species is shown to be present, no authorised development [the relevant part(s) of that stage] shall be begun the connection works must not begin until, after consultation with the relevant planning authority, Natural England and the Secretary of State for the Environment, Food and Rural Affairs, relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the Commission; and the authorised development shall relevant planning authority or a European protected species licence granted by Natural England.~~

~~(4)(3) The connection works must be carried out in accordance with the approved scheme.~~

~~(2)(4)(3)~~—“In this Requirement, “European ~~protected species~~“Protected Species” has the same meaning as in regulations ~~38 and 42~~ and 46 of the Conservation ~~(Natural of Habitats, &e) and Species~~ Regulations ~~1994:2017(25)~~.

Restoration of land used temporarily for construction

35

20. Any land landward of MLWS within the Order limits which is used temporarily for construction of the connection works and not ultimately incorporated in permanent works or approved landscaping, must be reinstated ~~to its former condition, or in accordance with such condition details~~ as the ~~Commission~~ relevant planning authority in consultation with, where appropriate, the MMO, and the relevant highway authority, may approve, as soon as reasonably practicable and in any event within ~~six~~twelve months of completion of the relevant phase of the connection works.

Control of noise during operational phase

21.—(1) Prior to commencement of licensed activities landward of MHWS, a noise management plan (NMP) for Work No. 10 shall be submitted to the relevant planning authority for approval.

(2) The NMP must set out the particulars of—

(a) the noise attenuation and mitigation measures to be taken to minimise noise resulting from Work No. 10, including any noise limits; and

(b) a scheme for monitoring attenuation and mitigation measures provided under paragraph 21(2)(a).

(3) The NMP shall be implemented as approved.

Local skills and employment

40.22.—(1) A skills and employment plan shall be prepared in relation to the authorised development and submitted to the relevant planning authority for approval.

(2) The skills and employment plan shall be prepared in consultation with New Anglia Local Enterprise Partnership and the Humber Local Enterprise Partnership, or such other body as may be approved by the relevant planning authority.

(3) The skills and employment plan shall identify opportunities for individuals and businesses based in the regions of East Anglia and the Humber to access employment opportunities associated with the construction, operation and maintenance of the authorised development.

(4) The skills and employment plan shall be implemented as approved.

Onshore decommissioning

23.—(1) Within three months of the cessation of commercial operation of the connection works an onshore decommissioning plan must be submitted to and approved by the relevant planning authority.

(2) The decommissioning plan must be implemented as approved.

Requirement for written approval

36

~~41.24.~~ Where ~~under any of the above requirements~~ the approval ~~or~~ agreement ~~of the Commission~~ or confirmation of the Secretary of State, relevant planning authority or another person is required under a Requirement, that approval ~~or~~ agreement or confirmation must be given in writing.

Amendments to approved details

37

~~25.—(1)~~ With respect to any requirement which requires the authorised development project to be carried out in accordance with the details approved by the ~~Commission~~ relevant planning authority or another person, the approved details ~~shall~~ must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority or that other person in accordance with paragraph (2).

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

~~(3)~~ (3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the ~~Commission~~ relevant planning authority or that other person.

Schedule B

SCHEDULE 2

Streets ~~Subject~~ subject to ~~Street Works~~ street works

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
<u>North Norfolk District</u>	<u>Private access tracks associated with Muckleberry Collection to the north of The Street</u>
<u>North Norfolk District</u>	<u>Private access track to the north of the A149 and east of Meadow Lane</u>
<u>North Norfolk District</u>	<u>Private access track running parallel to the west end of the A149</u>
<u>North Norfolk District</u>	<u>A149</u>
<u>North Norfolk District</u>	<u>Private access track to the west of Croft Hill</u>
<u>North Norfolk District</u>	<u>Private access track to the west of Croft Hill and north of Spion Kop</u>
<u>North Norfolk District</u>	<u>Private access tracks to the north of Broomhill Plantation and west of Spion Kop</u>
<u>North Norfolk District</u>	<u>Private access track to the east of Broomhill Plantation and west of Spion Kop</u>

North Norfolk District	Private access track running parallel to part of Holgate Hill
North Norfolk District	Holgate Hill
North Norfolk District	Private access track running south east from Holgate Hill
North Norfolk District	Private access track to the east of the North Norfolk Railway
North Norfolk District	Private access track to the north of Warren Farm
North Norfolk District	Private access track to the east of Warren Farm
North Norfolk District	Bridge Road
North Norfolk District	Local street
North Norfolk District	Warren Road
North Norfolk District	Private access track to the north of Cromer Road
North Norfolk District	Cromer Road (A148)
North Norfolk District	Kelling Road
North Norfolk District	Church Road
North Norfolk District	Private access track to the south of Church Road
North Norfolk District	Private access track running to the east of Becketts Farm towards Hall Lane
North Norfolk District	Hempstead Road
North Norfolk District	School Lane
North Norfolk District	Hole Farm Road
North Norfolk District	Plumbstead Road
North Norfolk District	Sweetbriar Lane
North Norfolk District	Private access track to the south west of Barningham Green Plantation
North Norfolk District	Private access track to the south west of Barningham Green Plantation
North Norfolk District	Holt Road
North Norfolk District	Holt Road (B1149)
North Norfolk District	Private access track running north east from Holt Road B1149
North Norfolk District	Briston Road (B1354)
North Norfolk District	Croft Lane
North Norfolk District	Town Close Lane
North Norfolk District	Wood Dalling Road
Broadland District	Blackwater Lane
Broadland District	Heydon Lane
Broadland District	Heydon Road
Broadland District	Reepham Road
Broadland District	Merrison's Lane
Broadland District	Wood Dalling Road
Broadland District	Cawston Road (B1145)
Broadland District	Private access track running south east from Cawston Road

Broadland District	Private access track to the north of Moor Farm
Broadland District	Private access tracks to the north of Moor Farm
Broadland District	Private access track to the east of Moor Farm
Broadland District	Private access track to the north of Church Road
Broadland District	The Grove
Broadland District	Reepham Road
Broadland District	Church Road
Broadland District	Church Farm Lane
Broadland District	Hall Road
Broadland District	Private access track to the south of Hall Road
Broadland District	Ropham Road
Broadland District	Station Road
Broadland District	Private access track to the west of Station Road
Broadland District	Private access track running south west from Station Road
Broadland District	Private access track to the west of Station Road
Broadland District	The Street
Broadland District	Fakenham Road (A1067)
Broadland District	Marl Hill Road
Broadland District	Ringland Lane to Church Street
Broadland District	Ringland Lane
Broadland District	Private access track running south west from Ringland Lane
Broadland District	Blackbreck Lane
Broadland District	Weston Road
Broadland District	Hornington Lane
Broadland District	Private access track known as Sandy Lane, running to the north of Weston Road
South Norfolk	Private access track running south from Weston Road
South Norfolk	Private access track running east from the track mentioned above towards Ringland Road
South Norfolk	Church Lane
South Norfolk	A47
South Norfolk	Church Lane
South Norfolk	Private access track known as Broom Lane
South Norfolk	Easton Road
South Norfolk	Private access tracks to the north of Bawburgh Road
South Norfolk	Bawburgh Road
South Norfolk	Private access track running north to south to the west of Algarsthorpe
South Norfolk	Private access track running west from Bawburgh Road
South Norfolk	Private access track running west from Bawburgh Road
South Norfolk	Walton Road (B1108)

South Norfolk	Market Lane
South Norfolk	Private access track running north east in parallel to part of Market Lane
South Norfolk	Private access track running west of Market Lane
South Norfolk	Great Melton Road
South Norfolk	Private access track running south from Great Melton Road
South Norfolk	Little Melton Road
South Norfolk	Burnthouse Lane
South Norfolk	Private access track running north east from Burnthouse Lane
South Norfolk	Colney Lane
South Norfolk	Norwich Road
South Norfolk	Station Lane
South Norfolk	Private access track running east then north from Station Lane
South Norfolk	A11
South Norfolk	Cantley Lane
South Norfolk	Private access track running east from Cantley Lane
South Norfolk	Private access track running east from Cantley Lane
South Norfolk	Intwood Lane
South Norfolk	Swardeston Lane
South Norfolk	Main Road
South Norfolk	Mangreen Lane
South Norfolk	Private access track running south from Mangreen Lane
South Norfolk	Private access tracks south of Mangreen Cr
South Norfolk	Private access tracks running west from the A140
South Norfolk	Private access tracks south of Mangreen Cr
South Norfolk	Private access track running north west from Oulton Street

Schedule C

SCHEDULE 3

Streets to be **Stopped Up** temporarily stopped up

Part 1

Streets for which a Substitute is to be Provided

<i>(1) Area</i>	<i>(2) Public rights of way to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
-----------------	--	--

North Norfolk District	Private access track associated with Muckleberry Collection	(4) Between points 1a, 1i, 1j, 1k, 1m, 1n and 1p as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Area Private access track associated with Muckleberry Collection	Extent of stopping up Between points 1c and 1d as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 1e and 1f as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 1h and 1g as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 2a and 2b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 3a and 3b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 4a and 4b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	Private access track associated with Muckleberry Collection	Between points 5a and 5b as shown shaded brown on sheet 1 of the streets plan
North Norfolk District	A149	Between points 6a and 6b and between 6c and 6d as shown shaded green on sheet 1 of the streets plan
North Norfolk District	Private access track	Between points 7a and 7b as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 8a and 8b as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 9a, 9b, 9c, 9d and 9e as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 10a and 10b as shown shaded brown on sheet 2 of the streets plan
North Norfolk District	Private access track	Between points 11a and 11b as shown shaded brown on sheets 2 and 3 of the streets plan
North Norfolk District	Holgate Hill	Between points 12a and 12b as shown shaded green on sheets 2 and 3 of the

		streets plan
North Norfolk District	Private access track	Between points 13a, 13b and 13c as shown shaded brown on sheet 3 of the streets plan
North Norfolk District	Private access track	Between points 14a and 14b as shown shaded brown on sheet 3 of the streets plan
North Norfolk District	Private access track	Between points 15a and 15b as shown shaded brown on sheet 3 of the streets plan
North Norfolk District	Private access track	Between points 16a and 16b as shown shaded brown on sheets 3 and 4 of the streets plan
North Norfolk District	Bridge Road	Between points 17a and 17b as shown shaded green on sheet 3 of the streets plan
North Norfolk District	Local street	Between points 17c and 17d as shown shaded green on sheets 3 and 4 of the streets plan
North Norfolk District	Warren Road	Between points 17d and 17e as shown shaded green on sheets 3 and 4 of the streets plan
North Norfolk District	Private access track	Between points 18a and 18b as shown shaded brown on sheet 4 of the streets plan
North Norfolk District	Cromer Road (A148)	Between points 19a and 19b as shown shaded green on sheet 4 of the streets plan
North Norfolk District	Kelling Road	Between points 20a and 20b as shown shaded green on sheet 4 of the streets plan
North Norfolk District	Church Road	Between points 21a and 21b as shown shaded green on sheet 5 of the streets plan
North Norfolk District	Private access track	Between points 22a and 22b as shown shaded brown on sheet 5 of the streets plan
North Norfolk District	Private access track	Between points 23a and 23b as shown shaded

		brown on sheet 6 of the streets plan
North Norfolk District	Hempstead Road	Between points 24a and 24b as shown shaded green on sheet 6 of the streets plan
North Norfolk District	School Lane	Between points 25a and 25b and between 25c and 25d as shown shaded green on sheet 7 of the streets plan
North Norfolk District	Hole Farm Road	Between points 26a and 26b as shown shaded green on sheet 7 of the streets plan
North Norfolk District	Plumbstead Road	Between points 27a and 27b as shown shaded green on sheet 8 of the streets plan
North Norfolk District	Sweetbriar Lane	Between points 28a and 28b as shown shaded green on sheet 9 of the streets plan
North Norfolk District	Private access track	Between points 29a and 29b as shown shaded brown on sheet 9 of the streets plan
North Norfolk District	Private access track	Between points 29c and 29d as shown shaded brown on sheet 9 of the streets plan
North Norfolk District	Private access track	Between points 31c and 31d as shown shaded brown on sheets 9 and 10 of the streets plan
North Norfolk District	Holt Road	Between points 30a and 30b as shown shaded green on sheet 10 of the streets plan
North Norfolk District	Holt Road (B1149)	Between points 31a and 31b as shown shaded green on sheet 10 of the streets plan
North Norfolk District	Briston Road (B1354)	Between points 32a and 32b as shown shaded green on sheet 10 of the streets plan
North Norfolk District	Croft Lane	Between points 33a and 33b as shown shaded green on sheet 11 of the streets plan

North Norfolk District	Town Close Lane	Between points 34a and 34b and between 34b and 34c as shown shaded green on sheet 11 of the streets plan
North Norfolk District	Wood Dalling Road	Between points 35a and 35b as shown shaded green on sheet 11 of the streets plan
Broadland District	Blackwater Lane	Between points 36a and 36b as shown shaded green on sheet 12 of the streets plan
Broadland District	Heydon Lane	Between points 37a and 37b as shown shaded green on sheet 13 of the streets plan
Broadland District	Heydon Road	Between points 38a and 38b as shown shaded green on sheet 13 of the streets plan
Broadland District	Reepham Road	Between points 39a and 39b as shown shaded green on sheet 14 of the streets plan
Broadland District	Reepham Road	Between points 40a and 40b as shown shaded green on sheet 14 of the streets plan
Broadland District	Merrison's Lane	Between points 41a, 41b, 41c and 41d as shown shaded green on sheet 15 of the streets plan
Broadland District	Wood Dalling Road	Between points 42a and 42b as shown shaded green on sheet 15 of the streets plan
Broadland District	Cawston Road (B1145)	Between points 43a and 43b as shown shaded green on sheet 15 of the streets plan
Broadland District	Cawston Road (B1145)	Between points 44a and 44b as shown shaded green on sheet 16 of the streets plan
Broadland District	Private access track	Between points 44c and 44d as shown shaded brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 45a and 45b as shown shaded

		brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 45c, 44d and 45e as shown shaded brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 46a and 46b as shown shaded brown on sheet 16 of the streets plan
Broadland District	Private access track	Between points 47a and 47b as shown shaded brown on sheets 16 and 17 of the streets plan
Broadland District	Church Road	Between points 48a and 48b as shown shaded green on sheet 17 of the streets plan
Broadland District	The Grove	Between points 49a and 49b as shown shaded green on sheet 17 of the streets plan
Broadland District	Reepham Road	Between points 50a and 50b as shown shaded green on sheet 18 of the streets plan
Broadland District	Church Road	Between points 51a and 51b as shown shaded green on sheet 19 of the streets plan
Broadland District	Church Farm Lane	Between points 52a and 51b and between 52c and 52d as shown shaded green on sheet 19 of the streets plan
Broadland District	Hall Road	Between points 53a and 53b as shown shaded green on sheet 19 of the streets plan
Broadland District	Hall Road	Between points 55a and 55b as shown shaded green on sheet 19 of the streets plan
Broadland District	Private access track	Between points 54a and 54b as shown shaded brown on sheet 20 of the streets plan
Broadland District	Ropham Road	Between points 56a and 56b as shown shaded green on sheet 20 of the streets plan

Broadland District	Station Road	Between points 57a and 57b as shown shaded green on sheet 20 of the streets plan
Broadland District	Private access track	Between points 58a and 58b as shown shaded brown on sheet 20 of the streets plan
Broadland District	Station Road	Between points 59a and 59b as shown shaded green on sheet 20 of the streets plan
Broadland District	Private access track	Between points 59c and 59d as shown shaded brown on sheet 20 of the streets plan
Broadland District	Private access track	Between points 60a and 60b as shown shaded brown on sheet 20 of the streets plan
Broadland District	The Street	Between points 61a and 61b as shown shaded green on sheet 21 of the streets plan
Broadland District	Fakenham Road (A1067)	Between points 62a and 62b as shown shaded green on sheet 21 of the streets plan
Broadland District	Marl Hill Road	Between points 63a and 63b as shown shaded green on sheet 21 of the streets plan
Broadland District	Ringland Lane	Between points 64a and 64b as shown shaded green on sheet 21 of the streets plan
Broadland District	Ringland Lane to Church Street	Between points 65a and 65b as shown shaded green on sheet 21 of the streets plan
Broadland District	Ringland Lane	Between points 66a and 66b as shown shaded green on sheet 22 of the streets plan
Broadland District	Private access track	Between points 67a and 67b as shown shaded brown on sheet 22 of the streets plan
Broadland District	Blackbreck Lane	Between points 68a and 68b as shown shaded green on sheet 23 of the streets plan

		plan
Broadland District	Weston Road	Between points 69a and 69b and between 69c and 69d as shown shaded green on sheet 23 of the streets plan
Broadland District	Hornington Lane	Between points 70a and 70b and between 70c and 70d as shown shaded green on sheet 23 of the streets plan
Broadland District	Private access track	Between points 71a and 71b as shown shaded brown on sheet 24 of the streets plan
South Norfolk	Weston Road	Between points 72a and 72b and between 72c and 72d as shown shaded green on sheet 24 of the streets plan
South Norfolk	Private access track	Between points 73a and 73b as shown shaded brown on sheet 24 of the streets plan
South Norfolk	Private access track	Between points 74a and 74b as shown shaded brown on sheet 24 of the streets plan
South Norfolk	Church Lane	Between points 75a and 75b as shown shaded green on sheet 25 of the streets plan
South Norfolk	A47	Between points 76a and 76b as shown shaded green on sheet 25 of the streets plan
South Norfolk	Church Lane	Between points 77a and 77b as shown shaded green on sheet 25 of the streets plan
South Norfolk	Private access track	Between points 78a and 78b as shown shaded brown on sheet 25 of the streets plan
South Norfolk	Easton Road	Between points 79a and 79b as shown shaded green on sheet 26 of the streets plan
South Norfolk	Private access track	Between points 80a, 8-b, 80c, 80d, and 80e as shown shaded brown on

South Norfolk	Bawburgh Road	sheet 26 of the streets plan Between points 81a and 81b as shown shaded green on sheet 26 of the streets plan
South Norfolk	Bawburgh Road	Between points 81c and 81d as shown shaded green on sheets 26 and 27 of the streets plan
South Norfolk	Private access track	Between points 82a and 82b as shown shaded brown on sheet 27 of the streets plan
South Norfolk	Private access track	Between points 83a and 83b as shown shaded brown on sheet 27 of the streets plan
South Norfolk	Private access track	Between points 84a and 84b as shown shaded brown on sheet 27 of the streets plan
South Norfolk	Bawburgh Road	Between points 85a and 85b as shown shaded green on sheet 27 of the streets plan
South Norfolk	Walton Road (B1108)	Between points 86a and 86b as shown shaded green on sheets 27 and 28 of the streets plan
South Norfolk	Market Lane	Between points 87a and 87b as shown shaded green on sheet 28 of the streets plan
South Norfolk	Market Lane	Between points 87c and 87d as shown shaded green on sheet 28 of the streets plan
South Norfolk	Private access track	Between points 88a and 88b as shown shaded brown on sheet 28 of the streets plan
South Norfolk	Private access track	Between points 89a and 89b as shown shaded brown on sheet 28 of the streets plan
South Norfolk	Great Melton Road	Between points 90a and 90b as shown shaded green on sheet 28 of the streets plan
South Norfolk	Great Melton Road	Between points 91a and 91b as shown shaded green

		on sheets 28 and 29 of the streets plan
South Norfolk	Private access track	Between points 91c and 91d as shown shaded brown on sheets 28 and 29 of the streets plan
South Norfolk	Little Melton Road	Between points 92a and 92b as shown shaded green on sheets 28 and 29 of the streets plan
South Norfolk	Burnthouse Lane	Between points 93a and 93b as shown shaded green on sheet 29 of the streets plan
South Norfolk	Burnthouse Lane	Between points 93c and 93d as shown shaded green on sheet 29 of the streets plan
South Norfolk	Burnthouse Lane	Between points 93e and 93f as shown shaded green on sheet 29 of the streets plan
South Norfolk	Private access track	Between points 94a and 94b as shown shaded brown on sheet 29 of the streets plan
South Norfolk	Colney Lane	Between points 95a and 95b as shown shaded green on sheet 29 of the streets plan
South Norfolk	Norwich Road	Between points 96a and 96b as shown shaded green on sheet 30 of the streets plan
South Norfolk	Norwich Road	Between points 96c and 96d as shown shaded green on sheet 30 of the streets plan
South Norfolk	Norwich Road	Between points 96e and 96f as shown shaded green on sheet 30 of the streets plan
South Norfolk	Station Lane	Between points 97a and 97b as shown shaded green on sheet 30 of the streets plan
South Norfolk	Station Lane	Between points 97c and 97d as shown shaded green on sheet 30 of the streets plan
South Norfolk	Private access track	Between points 98c and

		98d as shown shaded brown on sheet 30 of the streets plan
South Norfolk	A11	Between points 99a and 99b as shown shaded green on sheet 30 of the streets plan
South Norfolk	Cantley Lane	Between points 100a and 100b as shown shaded green on sheet 31 of the streets plan
South Norfolk	Private access track	Between points 101a and 101b as shown shaded brown on sheet 31 of the streets plan
South Norfolk	Private access track	Between points 102a and 102b as shown shaded brown on sheet 31 of the streets plan
South Norfolk	Intwood Lane	Between points 103a and 103b as shown shaded green on sheet 32 of the streets plan
South Norfolk	Swardeston Lane	Between points 104a and 104b as shown shaded green on sheet 32 of the streets plan
South Norfolk	Main Road	Between points 105a and 105b as shown shaded green on sheet 33 of the streets plan
South Norfolk	Mulbarton Road	Between points 105c and 105d as shown shaded green on sheet 33 of the streets plan
South Norfolk	Mangreen Lane	Between points 106a and 106b as shown shaded green on sheets 33 and 34 of the streets plan
South Norfolk	Private access track	Between points 107a and 107b as shown shaded brown on sheets 33 and 34 of the streets plan
South Norfolk	Private access track	Between points 108a, 108b, 108c, 108d and 108e as shown shaded brown on sheet 34 of the streets plan
South Norfolk	Private access track	Between points 109a and 109b as shown shaded brown on sheet 34 of the streets plan

South Norfolk	Private access track	Between points 110a, 110b, 110c and 110d as shown shaded brown on sheet 34 of the streets plan
South Norfolk	Private access track	Between points 111a and 111b as shown shaded brown on sheet 35 of the streets plan

Part 2

~~Streets for which No Substitute is~~ SCHEDULE 4

Public rights of way to be **Provided** temporarily stopped up

<i>(1) Area</i>	<i>Street(2) Public right of way to be temporarily stopped up</i>	<i>(3)Extent of temporary stopping up</i>
North Norfolk District	Footpath Weybourne FP7	Between points 1a and 1b as shown hatched on sheet 1 of the public rights of way plan
North Norfolk District	Restricted Byway Kelling RB4	Between points 2a and 2b as shown hatched on sheet 1 of the public rights of way plan
North Norfolk District	Footpath Kelling FP6	Between points 3a and 3b as shown hatched on sheet 3 of the public rights of way plan
North Norfolk District	Footpath Kelling FP9	Between points 4a and 4b as shown hatched on sheets 3 and 4 of the public rights of way plan
North Norfolk District	Footpath Kelling FP6	Between points 5a and 5b as shown hatched on sheets 3 and 4 of the public rights of way plan
North Norfolk District	Footpath Baconsthorpe FP15	Between points 6a and 6b as shown hatched on sheet 6 of the public rights of way plan
North Norfolk District	Bridleway Hempsted BR15	Between points 7a and 7b as shown hatched on sheet 6 of the public rights of way plan
North Norfolk District	Footpath Hempsted FP10	Between points 8a and 8b as shown hatched on sheet 6 of the public rights of way plan
North Norfolk District	Bridleway Little Bamingham BR1	Between points 9a and 9b as shown hatched on sheet 8 of the public rights of way plan
North Norfolk District	Restricted Byway RB21	Between points 10a and 10b as shown hatched on sheet 10 of the public rights of way plan

North Norfolk District	Restricted Byway RB21	Between points 11a and 11b as shown hatched on sheet 10 of the public rights of way plan
North Norfolk District	Footpath Corpusty FP20	Between points 12a and 12b as shown hatched on sheet 10 of the public rights of way plan
North Norfolk District	Footpath Corpusty FP19	Between points 13a and 13b as shown hatched on sheet 10 of the public rights of way plan
North Norfolk District	Footpath Corpusty FP2	Between points 14a and 14b as shown hatched on sheet 11 of the public rights of way plan
North Norfolk District	Footpath Corpusty FP2	Between points 15a and 15b as shown hatched on sheet 11 of the public rights of way plan
Broadland District	Footpath Wood Dalling FP3	Between points 16a and 16b as shown hatched on sheet 12 of the public rights of way plan
Broadland District	Bridleway Salle BR4	Between points 17a and 17b as shown hatched on sheet 15 of the public rights of way plan
Broadland District	Footpath Salle FP8	Between points 18a and 18b as shown hatched on sheet 15 of the public rights of way plan
Broadland District	Footpath Salle FP13	Between points 19a and 19b as shown hatched on sheet 15 of the public rights of way plan
Broadland District	Footpath Reepham FP18	Between points 20a and 20b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Reepham FP34	Between points 21a and 21b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Reepham FP18	Between points 22a and 22b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Booton FP1	Between points 23a and 23b as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Booton FP1	Between points 23c and 23d as shown hatched on sheet 16 of the public rights of way plan
Broadland District	Footpath Booton FP2	Between points 24a and 24b as shown hatched on sheet 17 of the public rights of way plan
Broadland District	Footpath Little Witchingham FP6	Between points 25a and 25b as shown hatched on sheet 18 of the public rights of way plan
Broadland District	Footpath Little Witchingham FP2	Between points 26a and 26b as shown hatched on sheet 19 of

South Norfolk	Footpath Little Melton FP2	the public rights of way plan Between points 27a and 27b as shown hatched on sheet 28 of the public rights of way plan
South Norfolk	Footpath Hethersett FP6	Between points 28a and 28b as shown hatched on sheet 30 of the public rights of way plan
South Norfolk	Bridleway Ketteringham BR2	Between points 29a and 29b as shown hatched on sheet 31 of the public rights of way plan
South Norfolk	Bridleway Ketteringham BR3	Between points 30a and 30b as shown hatched on sheets 31 and 32 of the public rights of way plan
South Norfolk	Footpath East Carleton FP1	Between points 31a and 31b as shown hatched on sheet 32 of the public rights of way plan
South Norfolk	Bridleway Swardeston BR9	Between points 32a and 32b as shown hatched on sheets 33 and 34 of the public rights of way plan
South Norfolk	Bridleway Swardeston BR12	Between points 33a and 33b as shown hatched on sheet 34 of the public rights of way plan
South Norfolk	Bridleway Holy Cross BR3	Between points 34a and 34b as shown hatched on sheet 34 of the public rights of way plan

Schedule D
Streets to be Temporarily Stopped Up

SCHEDULE 5

Access to works

<i>(1) Area</i>	<i>(2) Description of access</i>
North Norfolk District	Street to be temporarily stopped up Vehicular access from A149 to the north towards Roundhill Plantation as shown on sheet 1 of the access to works plan
North Norfolk District	Vehicular access from A149 to the south as shown on sheet 1 of the access to works plan
North Norfolk District	Vehicular access from Holgate Hill to the north as shown on sheets 2 and 3 of the access to works plan
North Norfolk District	Vehicular access from Bridge Road to the east as shown on sheet 3 of the access to works plan

<u>North Norfolk District</u>	<u>Vehicular access from Cromer Road A148 to the north as shown on sheet 4 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Cromer Road A148 to the south as shown on sheet 4 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Kelling Road to the north as shown on sheet 4 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Kelling Road to the south as shown on sheet 4 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Church Road to the north as shown on sheet 5 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Church Road to the south as shown on sheet 5 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the north of Hempstead Road as shown on sheet 6 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the south of Hempstead Road as shown on sheet 6 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the north of School Lane as shown on sheet 7 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Hole Farm Road to the north as shown on sheet 7 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Hole Farm Road to the south as shown on sheet 7 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Plumstead Road to the north as shown on sheet 8 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access from Plumstead Road to the south as shown on sheet 8 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the north of Little Barningham Lane as shown on sheet 9 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the south of Little Barningham Lane as shown on sheet 9 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the north of the B1149 as shown on sheet 10 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the south of the B1149 as shown on sheet 10 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the east of the B1149 as shown on sheet 10 of the access to works plan</u>

<u>North Norfolk District</u>	<u>Vehicular access to the north of Briston Road B1354 as shown on sheet 10 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the south of Briston Road B1354 as shown on sheet 10 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the west of Croft Lane near Great Farm as shown on sheet 11 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the north of Town Close Lane as shown on sheet 11 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the south of Town Close Lane as shown on sheet 11 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the north of Wood Dalling Road as shown on sheet 11 of the access to works plan</u>
<u>North Norfolk District</u>	<u>Vehicular access to the south of Wood Dalling Road as shown on sheet 11 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the north of Blackwater Lane as shown on sheet 12 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the south of Blackwater Lane as shown on sheet 12 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the north of Heydon Lane as shown on sheet 13 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the south of Heydon Lane as shown on sheet 13 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the north of Heydon Road as shown on sheet 13 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the south of Heydon Road as shown on sheet 13 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the north of Reepham Road as shown on sheet 14 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the south of Reepham Road as shown on sheet 14 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the south west of Reepham Road as shown on sheet 14 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the west of Reepham Road on to Merrison's Lane as shown on sheet 15 of</u>

	the access to works plan
Broadland District	Vehicular access to the north west of Reepham Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the south east of Reepham Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the west of Cawston Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the east of Cawston Road as shown on sheet 15 of the access to works plan
Broadland District	Vehicular access to the north of Marriott's Way as shown on sheet 16 of the access to works plan
Broadland District	Vehicular access to the north of Church Road as shown on sheet 17 of the access to works plan
Broadland District	Vehicular access to the south of Church Road as shown on sheet 17 of the access to works plan
Broadland District	Vehicular access to the north east of Reepham Road as shown on sheet 18 of the access to works plan
Broadland District	Vehicular access to the south west of Reepham Road as shown on sheet 18 of the access to works plan
Broadland District	Vehicular access to the north of Church Farm Lane as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Church Church Farm Lane as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the north of Hall Road as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Hall Road as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Hall Road near Alderford as shown on sheet 19 of the access to works plan
Broadland District	Vehicular access to the south of Reepham Road as shown on sheet 20 of the access to works plan
Broadland District	Vehicular access to the west of Station Road to the north of Marriott's Way as shown on sheet 20 of the access to works plan
Broadland District	Vehicular access to the west of Station Road to the south of Marriott's Way as shown on sheet 20 of the access to works plan

Broadland District	Vehicular access to the north east of the Street as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the south west of the Street as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the east of Marl Hill Road as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the north east of the Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the south west of Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the north of Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the south of Ringland Lane as shown on sheet 21 of the access to works plan
Broadland District	Vehicular access to the west of Ringland Lane opposite Oak Grove as shown on sheet 22 of the access to works plan
Broadland District	Vehicular access to the south west of Ringland Lane as shown on sheet 22 of the access to works plan
Broadland District	Vehicular access to the north of Weston Road opposite Breck Barn Cottages as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the north of Weston Road as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the south of Weston Road as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the north west of Honingham Lane as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the south east of Honingham Lane as shown on sheet 23 of the access to works plan
Broadland District	Vehicular access to the north of Weston Road as shown on sheet 24 of the access to works plan
Broadland District	Vehicular access to the south of Weston Road as shown on sheet 24 of the access to works plan
South Norfolk	Vehicular access to the north of Church Lane north of the A47 as shown on sheet 25 of the

	access to works plan
South Norfolk	Vehicular access to the north of Church south of the A47 as shown on sheet 25 of the access to works plan
South Norfolk	Vehicular access to the south of Church south of the A47 as shown on sheet 25 of the access to works plan
South Norfolk	Vehicular access to the north of Broom Lane as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the south of Broom Lane as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to west of Easton Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to east of Easton Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the south of Bawburgh Road, on to Bawburgh Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the north of Bawburgh Road as shown on sheet 26 of the access to works plan
South Norfolk	Vehicular access to the north of Bawburgh Road as shown on sheet 27 of the access to works plan
South Norfolk	Vehicular access to the south of Bawburgh Road as shown on sheet 27 of the access to works plan
South Norfolk	Vehicular access to the north of Watton Road as shown on sheets 27 and 28 of the access to works plan
South Norfolk	Vehicular access to the south of Watton Road as shown on sheets 27 and 28 of the access to works plan
South Norfolk	Vehicular access to the north of Market Lane as shown on sheet 28 of the access to works plan
South Norfolk	Vehicular access to the east of Market Lane as shown on sheet 28 of the access to works plan
South Norfolk	Vehicular access to the south of Great Melton Road as shown on sheet 28 of the access to works plan
South Norfolk	Vehicular access to the south of Great Melton Road opposite Freshfields as shown on sheets 28 and 29 of the access to works plan
South Norfolk	Vehicular access to the north west of Little Melton Road as shown on sheets 28 and 29 of the access to works plan
South Norfolk	Vehicular access to the south east of Little Melton Road as shown on sheets 28 and 29 of the access to works plan
South Norfolk	Vehicular access to the north west of

	Burnthouse Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the south east of Burnthouse Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the east of Burnthouse Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the east of Burnthouse Lane, to the south of the access referenced above, as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the north of Colney Lane as shown on sheet 29 of the access to works plan
South Norfolk	Vehicular access to the north of Norwich Road as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the north of Norwich Road opposite the access for Wynchwood House as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the south of Norwich Road as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the east of Station Lane as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the east of Station Lane, to the south of the access referenced above as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the east of Station Cottages Service Road as shown on sheet 30 of the access to works plan
South Norfolk	Vehicular access to the west of Intwood Road as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the east of Intwood Road as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the east of Swardeston Lane as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the west of Swardeston Lane to the east of the access referenced above as shown on sheet 32 of the access to works plan
South Norfolk	Vehicular access to the north of Main Road as shown on sheet 33 of the access to works plan
South Norfolk	Vehicular access to south of Main Road as shown on sheet 33 of the access to works plan
South Norfolk	Vehicular access to the north of Mangreen Lane as shown on sheets 33 and 34 of the access to works plan

<u>South Norfolk</u>	<u>Vehicular access to the south of Mangreen Lane as shown on sheets 33 and 34 of the access to works plan</u>
<u>South Norfolk</u>	<u>Vehicular access to the south of Mangreen Hall Lane on to a private access track as shown on sheet 34 of the access to works plan</u>
<u>Broadland District</u>	<u>Vehicular access to the west of Oulton Street as shown on sheet 35 of the access to works plan</u>

**Schedule E
Access to Works**

SCHEDULE 6

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

<u>(1) Number of land shown on land plans</u>	<u>(2) Purpose for which rights may be acquired</u>
<u>(7)1-001, 1-002, 1-003, 1-004, 1-006, 1-008, 1-017, 1-018, 1-019, 1-022, 1-026, 2-004, 3-001, 3-002, 3-003, 3-004, 3-005, 3-006, 3-011, 3-012, 3-016, 3-017, 3-018, 3-019, 3-022, 3-023, 3-030, 3-031, 4-002, 4-003, 4-004, 4-006, 4-007, 4-009, 4-010, 5-001, 5-002, 5-003, 5-004, 5-006, 5-007, 6-001, 6-002, 6-004, 6-005, 7-003, 7-004, 7-005, 7-006, 7-007, 7-009, 8-001, 8-003, 8-005, 8-006, 9-001, 9-005, 9-006, 9-013, 9-016, 9-019, 9-022, 9-026, 10-002, 10-003, 10-005, 10-006, 10-008, 10-009, 11-004, 11-005, 11-006, 11-009, 11-011, 11-013, 11-014, 12-001, 12-004, 12-005, 12-006, 13-001, 13-002, 13-004, 13-006, 14-002, 14-005, 14-006, 14-007, 15-002, 15-006, 15-007, 15-008, 15-009, 15-011, 16-001, 16-002, 16-003, 16-004, 16-005, 16-006, 16-007, 16-012, 16-020, 16-021, 16-022, 16-025, 16-026, 16-027, 16-028, 16-029, 16-030, 16-021A, 16-022A, 16-024A, 16-025A, 17-002, 17-003, 17-004, 17-006, 17-007, 18-001, 18-002, 18-003,</u>	<u>(2)New Connection Rights(26) (shown edged red and shaded blue on the Land Plans) required for the construction, operation and maintenance of Work Nos. 6, 7, 8 and 11</u>

(26) Term as defined in the book of reference.

<p><u>18-004, 18-005, 18-006, 18-007, 19-001, 19-005, 19-006, 19-007, 19-009, 19-011, 19-012, 19-014, 20-005, 20-008, 20-009, 21-001, 21-002, 21-003, 21-005, 21-006, 21-007, 21-008, 21-010, 21-011, 21-014, 21-015, 21-017, 21-018, 23-001, 23-003, 23-004, 23-009, 23-010, 23-011, 23-012, 23-016, 23-017, 24-003, 24-004, 24-011, 24-012, 25-006, 25-007, 25-008, 25-009, 25-010, 25-011, 25-012, 25-013, 25-015, 25-016, 26-001, 26-005, 26-007, 26-010, 26-011, 26-012, 26-013, 26-014, 26-015, 27-001, 27-002, 27-003, 27-004, 27-008, 27-009, 27-011, 27-012, 28-001, 28-002, 28-003, 28-006, 28-007, 28-009, 28-011, 28-013, 29-003, 29-004, 29-005, 29-006, 29-009, 29-012, 29-013, 29-015, 29-016, 29-017, 30-009, 30-010, 30-011, 30-012, 30-013, 30-014, 30-017, 30-018, 30-023, 30-024, 30-027, 30-028, 30-029, 31-001, 31-002, 31-004, 32-002, 32-003, 32-004, 32-006, 32-007, 32-008, 32-009, 32-010, 33-005, 33-006, 33-016, 33-023, 33-024, 34-001, 34-002, 34-003, 34-004, 34-005, 34-006, 34-007, 34-008, 34-010</u></p>	<p><u>Description of accessNew Connection Rights and New Construction and Operation Access Rights (shown edged red, shaded blue and hatched brown on the Land Plans) required for the construction, operation and maintenance of Work Nos. 6, 7, 8 and 11 and access to Work Nos.6, 7, 8, 9 and 10</u></p>
<p><u>34-011</u></p>	<p><u>New Connection Rights and New Construction and Maintenance Access Rights (shown edged red, shaded blue and hatched brown on the Land Plans) required for the construction, operation and maintenance of and access to Work Nos. 11 and 12</u></p>
<p><u>9-003, 9-007, 9-008, 9-009, 9-010, 9-014, 9-021, 33-011, 33-015, 33-018, 33-019, 33-021</u></p>	<p><u>New Connection Rights and New Landscaping Rights (shown edged red, shaded blue and hatched green on the Land Plans) required for the construction, operation and maintenance of Work No. 8 and for landscaping works relating to Work Nos. 9 and 10</u></p>
<p><u>1-014, 1-016, 9-017, 9-024, 9-025,10-004, 33-004</u></p>	<p><u>New Construction and Operation Access Rights (edged red and shaded brown on the Land Plans) required for</u></p>

	<u>access to Work Nos. 6, 7, 9 and 10</u>
<u>3-024, 3-025, 3-026, 3-027, 3-028, 16-023, 20-006, 20-007, 20,010, 20-011, 21-012, 21-013, 25-003, 25-004, 25-005, 26-002, 26-003, 26-004, 26-016, 26-017, 28-004, 28-005, 30-001, 30-002, 30-003, 30-004, 30-005, 30-015, 30-016, 30-021, 30-022, 30-025, 30-026, 34-009, 34-012</u>	<u>New Construction and Maintenance Access Rights (shown edged red and shaded brown on the Land Plans) required for access to Work Nos. 8, 11 and 12</u>
<u>9-002, 9-004, 9-011, 9-020, 9-023, 33-012, 33-013, 33-020, 33-022</u>	<u>New Landscaping Rights (shown edged red and shaded green on the Land Plans) required for landscaping works relating to Work Nos. 9 and 10</u>

Schedule F

~~Land of which Only Subsoil More than 9 Metres Beneath Surface may be Acquired~~

SCHEDULE 7

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

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

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(27) has effect subject to the modifications set out in sub-paragraph (2).

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

(a) for the words “land is acquired or taken” there is substituted the words “a right or restrictive covenant over land is purchased from or imposed on”; and

(b) for the words “acquired or taken from him” there is substituted the words “over which the right is exercisable or the restrictive covenant enforceable”.

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

(2) For section 5A (relevant valuation date) of the 1961 Act, for (a) and (b) 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; and

(b) the acquiring authority is subsequently required by a determination under paragraph 13 of Schedule 2A to the 1965 Act (as substituted by paragraph 9 of Schedule 8 to the Hornsea Three Wind Farm Order 201[X]) to acquire an interest in the land, and”

(27) 1973 c.26.

Application of the 1965 Act

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

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard shall 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.”

5. 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),

is so modified 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.

6. Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to 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) and 13 (entry on warrant in the event of obstruction) of the 1965 Act is modified correspondingly.

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

8. Section 22 of the 1965 Act (protection of acquiring authority’s possession where by inadvertence an estate, right or interest has not been got in) is so modified 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.

9. For schedule 2A to the 1965 Act substitute—

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1. This Schedule applies where an acquiring authority serve 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 have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 19 (application of the

Compulsory Purchase (Vesting Declarations) Act 1981) 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 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 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 authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

Determination by the Upper Tribunal

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 authority ought to be required to take.

13. If the Upper Tribunal determines that the 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 authority ought to be required to take some or all of the house, building or factory, the 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 they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

SCHEDULE 8

Land of which temporary possession may be taken

<u>(1) Area</u>	<u>(2) Number of land shown on land plan</u>	<u>(3) Purpose for which temporary possession may be taken</u>
<u>North Norfolk District</u>	(1) <u>005</u>	(2) <u>Temporary use for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6 and 7</u>
<u>North Norfolk District</u>	Area <u>1-009</u>	Number of land shown on land plan <u>Temporary use for access and for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6, 7 and 8</u>
<u>North Norfolk District</u>	<u>1-010</u>	<u>Temporary use for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6 and 7</u>
<u>North Norfolk District</u>	<u>1-011</u>	<u>Temporary use for the passing and re-passing of users of public footpaths to facilitate construction for Work Nos. 5, 6 and 7</u>
<u>North Norfolk District</u>	<u>1-012</u>	<u>Temporary use for access to facilitate construction for Work Nos. 5, 6, 7 and 8</u>
<u>North Norfolk District</u>	<u>1-013</u>	<u>Temporary use for access to facilitate construction for Work No. 8</u>
<u>North Norfolk District</u>	<u>1-015</u>	<u>Temporary use (including for</u>

		access and vehicle holding area) to facilitate construction for Work Nos. 5, 6, 7 and 8
North Norfolk District	1-020	Temporary use (including for access and storage) to facilitate construction for Work No. 8
North Norfolk District	1-021	Temporary use (including for access and storage) to facilitate construction for Work No. 8
North Norfolk District	1-023	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	1-024	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	1-025	Temporary use (including for access and storage) to facilitate construction for Work No. 8
North Norfolk District	2-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	2-002	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	2-003	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	2-005	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	3-007	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-008	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-009	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-010	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-013	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-014	Temporary use for access to facilitate construction for Work No. 8

North Norfolk District	3-015	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	3-020	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	3-021	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	3-029	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	4-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	4-005	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	4-008	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	5-005	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	6-003	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	7-001	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	7-002	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	7-008	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	8-002	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	8-004	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	9-018	Temporary use (including for storage and access) to facilitate construction for Work Nos. 8 and 9
North Norfolk District	10-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	10-007	Temporary use (including for

		storage) to facilitate construction for Work No. 8
North Norfolk District	10-010	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	11-001	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	11-002	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-003	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-007	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-008	Temporary use for access to facilitate construction for Work No. 8
North Norfolk District	11-010	Temporary use (including for storage) to facilitate construction for Work No. 8
North Norfolk District	11-012	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	12-002	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	12-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	13-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	13-005	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-001	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-004	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	14-008	Temporary use for access to facilitate construction for Work No. 8

Broadland District	14-009	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-001	Temporary use (including for access and storage) to facilitate construction for Work No. 8
Broadland District	15-003	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-004	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-005	Temporary use for access to facilitate construction for Work No. 8
Broadland District	15-010	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	16-008	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-009	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-010	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-011	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-013	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-014	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-015	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-016	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-017	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-018	Temporary use for access to facilitate construction for Work No. 8
Broadland District	16-019	Temporary use for access to

		facilitate construction for Work No. 8
Broadland District	16-023A	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	16-024	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	17-001	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	17-005	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-002	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-003	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-004	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-008	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-010	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-013	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	19-015	Temporary use for access to facilitate construction for Work No. 8
Broadland District	19-016	Temporary use for access to facilitate construction for Work No. 8
Broadland District	20-001	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	20-002	Temporary use for access to facilitate construction for Work No. 8
Broadland District	20-003	Temporary use for access to facilitate construction for Work No. 8
Broadland District	20-004	Temporary use (including for storage) to facilitate construction for Work No. 8

Broadland District	21-004	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	21-009	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	21-016	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	21-019	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	22-001	Temporary use for access to facilitate construction for Work No. 8
Broadland District	22-002	Temporary use for access to facilitate construction for Work No. 8
Broadland District	22-003	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	23-002	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	23-005	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-006	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-007	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-008	Temporary use (including for storage) to facilitate construction for Work No. 8
Broadland District	23-013	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-014	Temporary use for access to facilitate construction for Work No. 8
Broadland District	23-015	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-001	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-002	Temporary use for access to facilitate construction for

		Work No. 8
South Norfolk	24-005	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	24-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	24-007	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-008	Temporary use for access to facilitate construction for Work No. 8
Broadland District	24-009	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	24-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	24-013	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	25-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	25-002	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	25-014	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	26-006	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	26-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	26-009	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	27-005	Temporary use (including for access and storage) to facilitate construction for Work No. 8
South Norfolk	27-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	27-007	Temporary use for access to facilitate construction for Work No. 8

South Norfolk	27-010	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	27-013	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	28-008	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	28-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	28-012	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	28-014	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	29-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	29-002	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	29-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-011	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-014	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-019	Temporary use (including for storage) to facilitate

		construction for Work No. 8
South Norfolk	30-020	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-030	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	31-003	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-005	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-011	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	33-001	Temporary use (including for access and storage) to facilitate construction for Work No. 8
South Norfolk	33-002	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	33-003	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	33-017	Temporary use (including for storage) to facilitate construction for Work No. 10
Broadland District	35-001	Temporary use (including for storage) to facilitate construction for Work Nos. 8, 9 10, 11, and 12
Broadland District	35-002	Temporary use for access to facilitate construction for Work Nos. 8, 9 10, 11, and 12
Broadland District	35-003	Temporary use (including for storage, access and vehicle holding area) to facilitate construction for Work Nos. 8, 9 10, 11, and 12
Broadland District	35-004	Temporary use for access to facilitate construction for Work Nos. 8, 9 10, 11, and 12
South Norfolk	29-002	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	29-007	Temporary use for access to

		facilitate construction for Work No. 8
South Norfolk	29-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-010	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-011	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	29-014	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-006	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-007	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-008	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	30-019	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-020	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	30-030	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	31-003	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-001	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-005	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	32-011	Temporary use (including for storage) to facilitate construction for Work No. 8
South Norfolk	33-001	Temporary use (including for access and storage) to facilitate construction for Work No. 8
South Norfolk	33-002	Temporary use for access to facilitate construction for Work No. 8

South Norfolk	33-003	Temporary use for access to facilitate construction for Work No. 8
South Norfolk	33-017	Temporary use (including for storage) to facilitate construction for Work No. 10
Broadland District	35-001	Temporary use (including for storage) to facilitate construction for Work Nos. 6, 7, 8, 9 10, 11, and 12
Broadland District	35-002	Temporary use for access to facilitate construction for Work No. 6, 7, 8, 9 10, 11, and 12
Broadland District	35-003	Temporary use (including for storage, access and vehicle holding area) to facilitate construction for Work Nos. 6, 7, 8, 9 10, 11, and 12
Broadland District	35-004	Temporary use for access to facilitate construction for Work Nos. 6, 7, 8, 9 10, 11, and 12

Schedule G
Land of which Temporary Possession may be Taken

SCHEDULE 9
Protective provisions

PART 1

Protection for electricity, gas, water and sewerage undertakers

Application

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

2. In this part of this Schedule—

“affected undertaker” means

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

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(28);

(c) a water undertaker within the meaning of the Water Industry Act 1991(29);

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991(30),

for the area of the authorised development but, for the avoidance of doubt, does not include the undertakers specified in Part 2, Part 3, and Part 6 (National Grid, Cadent Gas Limited and Anglian Water Services Limited) of this Schedule, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

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

“apparatus” means—

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

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

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the affected undertaker under the Water Industry Act 1991; and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

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

“functions” includes powers and duties; and

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

Precedence of the 1991 Act in respect of apparatus in the streets

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

No acquisition etc. except by agreement

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

(28) 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).

(29) 1991 c. 56.

(30) 1991 c.56.

Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this part of this Schedule and any right of an affected 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 affected undertaker in question.

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

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

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 0 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 0 (arbitration) and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

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

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

Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 0 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that

affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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

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

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

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

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

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

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

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 0 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) 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 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 an affected undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Expenses and costs

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

(a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

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

(2) Nothing in sub-paragraph (1) 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 affected undertaker, its officers, servants, contractors or agents.

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

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

PART 2

For the protection of National Grid as electricity and gas undertaker

Application

1. For the protection of National Grid referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and National Grid, have effect.

Interpretation

2. In this Part of this Schedule—

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

“apparatus” means—

- (a) electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid;
- (b) any mains, pipes or other apparatus belonging to or maintained by National Grid for the purposes of gas supply;
- (c) “authorised development” has the same meaning as in article 0 (interpretation) of this Order (unless otherwise specified) for the purposes of this Part of this Schedule shall include the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

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

“National Grid” means either—

- (a) National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH; or
- (b) National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH

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

"specified works" means any of the authorised development or activities undertaken in association with the authorised development which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid's policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22”;

3.Except for paragraphs 4 (Apparatus of National Grid in streets subject to temporary stopping up), 9 (Retained apparatus: protection of National Grid as Gas Undertaker), 10 (Retained apparatus: protection of National Grid as Electricity Undertaker) 11 (Expenses) and 12 (Indemnity) this Schedule does not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in streets subject to temporary stopping up

4.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 0 (temporary stopping up of streets), if National Grid has any

apparatus in the street or accessed via that street National Grid 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 National Grid, or will procure the granting to the National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up under the powers of article 0 (*temporary stopping up of streets*), National Grid will be at liberty at all times to take all necessary access across any such street and/or 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.—(1) The undertaker, in the case of the powers conferred by article 0 (*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 National Grid which will not unreasonably be withheld and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of National Grid or any interruption in the supply of electricity and/or gas, as the case may be, the undertaker must bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (a) pay compensation to National Grid for any loss sustained by it; and
- (b) indemnify National Grid against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by National Grid, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of National Grid or its contractors or workmen; and National Grid will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by National Grid, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

6. 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 acquire any land interest or apparatus or override any easement or other interest of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

Removal of apparatus

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

(2) If, for the purpose of executing any works compromised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights

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

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

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

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

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures National Grid facilities and rights in land for the construction, use, maintenance and protection in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration under paragraph 16 (*Arbitration*) and the arbitrator shall make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph (2) article 0 (arbitration) of the Order shall apply.

[Retained apparatus: protection of National Grid as Gas Undertaker]

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe —

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

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) applies until National Grid has given written approval of the plan so submitted.

(4) Any approval of National Grid required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,

(b) must not be unreasonably withheld.

(5) In relation to a work to which sub-paragraphs (1) and (2) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage 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 the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (5), as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) and/or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid shall be entitled to watch and inspect the execution of those works.

(7) Where National Grid requires protective works to be carried out either by themselves or by the undertaker by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to which sub-paragraph (1) applies and National Grid must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraphs (1) or (2) (except in an emergency).

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

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

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

(a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and the Health and Safety Executive's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that National Grid 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.

[Retained apparatus: Protection of National Grid as Electricity Undertaker]

10.—(1) Not less than 56 days before the commencement of any authorised development that is near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise and to which sub-paragraph 7(2)(a) or 7(2)(b) applies, the undertaker must submit to National Grid a plan and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) [15] metres measured in any direction of any apparatus, or (ii) involve embankment works within [15] metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

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

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

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

(4) The undertaker must not commence any works to which sub-paragraphs (1),(2), or (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraphs (1),(2), or (3)—

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

(6) In relation to a work to which sub-paragraphs (1),(2), or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraphs (2), (3) or (6) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (8) and/or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where National Grid require any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to

which sub-paragraph (1) applies and National Grid must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraphs (1),(2),(3)or (6) (except in an emergency).

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

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

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

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

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines ENA TA 43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

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

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that National Grid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 7(3);
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement settled by arbitration in accordance with article 0 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

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

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

Indemnity

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

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

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents; and
- (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order

pursuant to section 156 of the 2008 Act or article 0(b) (*Benefit of the order*) of the Order subject to the proviso that once such works become apparatus (“new apparatus”), any works yet to be executed and not falling within this sub-section 12(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 12 in respect of such new apparatus.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(5) National Grid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 12 applies. If requested to do so by the undertaker, National Grid shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 12 for claims reasonably incurred by National Grid.

Enactments and agreements

13. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between the undertaker and National Grid, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

14.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 7(2) or an National Grid makes requirements for the protection or alteration of apparatus under paragraphs 9 and/or 10, National Grid shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by National Grid, it must not be unreasonably withheld or delayed.

Access

15. If in consequence of the agreement reached in accordance with paragraph 6 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

16. Save for differences or disputes arising under paragraph 7(2), 7(4), 8(1), 9 and 10 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 0 (arbitration).

Notices

17. The plans submitted to National Grid by the undertaker pursuant to paragraph 9(1) and 10(1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker [in writing].

PART 3

For the protection of Cadent Gas Limited as gas undertaker

Application

1. For the protection of Cadent Gas Limited referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent Gas Limited, have effect.

Interpretation

2. In this Part of this Schedule—

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

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by Cadent Gas Limited for the purposes of gas supply;

“authorised development” has the same meaning as in article 0 (Interpretation) of this Order (unless otherwise specified) for the purposes of this Part of this Schedule shall include the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“Cadent Gas Limited” means Cadent Gas Limited, with Company Registration Number 10080864, whose registered office is at Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent Gas Limited (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for Cadent Gas Limited'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;

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

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (Cadent Gas Limited's policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22”;

3. Except for paragraphs 4 (*apparatus in stopped up streets*), 9 (*retained apparatus: protection*), 10 (*expenses*) and 11 (*indemnity*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent Gas Limited, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent Gas Limited are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of Cadent Gas Limited in streets subject to temporary stopping up

4.—(1) Without prejudice to the generality of any other protection afforded to Cadent Gas Limited elsewhere in the Order, where any street is stopped up under article 4 (*temporary stopping up of streets*), if Cadent Gas Limited has any apparatus in the street or accessed via that street Cadent Gas Limited 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 Cadent Gas Limited, or will procure the granting to Cadent Gas Limited of, legal easements reasonably satisfactory to Cadent Gas Limited in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up under the powers of article 0 (*temporary stopping up of streets*), Cadent Gas Limited will be at liberty at all times to take all necessary access across any such street and/or 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.—(1) The undertaker, in the case of the powers conferred by article 0 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent Gas Limited which will not unreasonably be withheld and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent Gas Limited or any interruption in the supply of electricity and/or gas, as the case may be, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent Gas Limited in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (a) pay compensation to Cadent Gas Limited for any loss sustained by it; and
- (b) indemnify Cadent Gas Limited against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent Gas Limited, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent Gas Limited or its contractors or workmen; and Cadent Gas Limited will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by Cadent Gas Limited, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

6. 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 acquire any land interest or apparatus or override any easement or other interest of Cadent Gas Limited otherwise than by agreement (such agreement not to be unreasonably withheld).

Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any Order land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of Cadent Gas Limited 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 Cadent Gas Limited in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent Gas Limited 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent Gas Limited reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Cadent Gas Limited to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights

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

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

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent Gas Limited and the undertaker.

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

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent Gas Limited facilities and rights in land for the construction, use, maintenance and protection in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent Gas Limited and must be no less favourable on the whole to Cadent Gas Limited than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by Cadent Gas Limited.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent Gas Limited under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent Gas Limited than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration paragraph 15 (*Arbitration*) and the arbitrator shall make such provision for the payment of compensation by the undertaker to Cadent Gas Limited as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph (2) article 0 (arbitration) of the Order shall apply.

Retained apparatus: protection Cadent Gas Limited as Gas Undertaker

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent Gas Limited a plan and, if reasonably required by Cadent Gas Limited, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent Gas Limited 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) intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) applies until Cadent Gas Limited has given written approval of the plan so submitted.

(4) Any approval of Cadent Gas Limited required under sub-paragraph (3)—

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

(5) In relation to a work to which sub-paragraphs (1) and (2) applies, Cadent Gas Limited may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub paragraph (5), as amended from time to time by agreement between the undertaker and Cadent Gas Limited and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) and/or (8) by Cadent Gas Limited for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent Gas Limited shall be entitled to watch and inspect the execution of those works.

(7) Where Cadent Gas Limited requires protective works to be carried out either by themselves or by the undertaker by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, must be carried out to Cadent Gas Limited's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to which sub-paragraph (1) applies and Cadent Gas Limited must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraphs (1) or (2) (except in an emergency).

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

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

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

- (a) comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent Gas Limited's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and Health and Safety Executive's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that Cadent Gas Limited 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 shall pay to Cadent Gas Limited on demand all charges, costs and expenses reasonably anticipated or incurred by Cadent Gas Limited in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that Cadent Gas Limited elects to use compulsory purchase powers to acquire any necessary rights under paragraph 7(3);
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, by arbitration in accordance with article 0 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent Gas Limited by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

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

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

Indemnity

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

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

(2) The fact that any act or thing may have been done by Cadent Gas Limited on behalf of the undertaker or in accordance with a plan approved by Cadent Gas Limited or in accordance with any requirement of Cadent Gas Limited as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and Cadent Gas Limited.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent Gas Limited, its officers, servants, contractors or agents; and
- (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by Cadent Gas Limited as an assignee, transferee or lessee of Cadent Gas Limited with the benefit of the Order pursuant to section 156 of the 2008 Act or article 0 (*Benefit of the order*) of the Order subject to the proviso that once such works become apparatus (“new apparatus”), any works yet to be executed and not falling within this sub-section (b) will be subject to the full terms of this Part of this Schedule including this paragraph 11 in respect of such new apparatus.

(4) Cadent Gas Limited must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made unless payment is required in connection with a statutory compensation scheme, without first consulting the undertaker and considering its representations.

(5) Cadent Gas Limited must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 11 applies. If requested

to do so by the undertaker, Cadent Gas Limited shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 11 for claims reasonably incurred by Cadent Gas Limited.

Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent Gas Limited 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 Cadent Gas Limited 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

13.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or Cadent Gas Limited requires the removal of apparatus under paragraph 7(2) or Cadent Gas Limited makes requirements for the protection or alteration of apparatus under paragraphs (9), the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent Gas Limited's undertaking and Cadent Gas Limited shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent Gas Limited's consent, agreement or approval to is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by Cadent Gas Limited, it must not be unreasonably withheld or delayed.

Access

14. If in consequence of the agreement reached in accordance with paragraph 6 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Cadent Gas Limited to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under paragraph 7(2), 7(4), 8(1), 9 and 11(5) any difference or dispute arising between the undertaker and Cadent Gas Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent Gas Limited, be determined by arbitration in accordance with article 0 (arbitration).

Notices

16. The plans submitted to Cadent Gas Limited by the undertaker pursuant to paragraph 9(1) must be sent to Cadent Gas Limited Plant Protection at [xxxxxxxxxxxxx] or such other address as Cadent Gas Limited may from time to time appoint instead for that purpose and notify to the undertaker (in writing).

PART 4

Protection for operators of electronic communications code networks

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

2. In this part of this Schedule—

“the 2003 Act” means the Communications Act 2003;

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

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

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act(31);

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

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

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

3. The exercise of the powers of Article 0 (statutory undertakers) are subject to part 10 of Schedule 3A to the Communications Act 2003(32).

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

(a) 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 must—

(i) make reasonable compensation to an operator for loss sustained by it; and

(ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) 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 may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph must be referred to and settled by arbitration under article 0 (arbitration).

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

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or

(31) See section 106.

(32) 2003 c.21.

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

6. Nothing in this part of this Schedule 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 5

Protection of Network Rail Infrastructure Limited

1. The following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail.

2. In this part of this Schedule—

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

“engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 of the Railways Act 1993(33);

“Network Rail” means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at Kings Place, 90 York Way, London, N1 9AG and any associated company of Network Rail 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(34) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

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

“railway property” means any railway belonging to Network Rail 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 for the purposes of such railway or works, apparatus or equipment;

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

3.—(1) Where under this Part Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement 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—

(33) 1993 c.43

(34) 2006 c.46.

- (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 project pursuant to this Order.

4.—(1) [The undertaker must not exercise the powers conferred by Article 17 (compulsory acquisition of land) or the powers conferred by section 11(3) of the 1965 Act (powers of entry) 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, in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent or agreement pursuant to this paragraph, such consent or agreement must not be unreasonably withheld but may be given subject to reasonable conditions.]

5.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work may not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 0 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a 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 is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the opinion of the engineer must be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using them (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified work), and such protective works as may be reasonably necessary for those purposes are to be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective work must be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker may not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of, a specified work, the undertaker must, regardless of any approval described in paragraph 6(1)(a), make good such damage and pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

7. The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

8. 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 of a specified work, or during a period of 12 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 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 pay 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 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, guards and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail’s apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that the 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 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 reasonably be prevented only by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but Network Rail may, in its reasonable discretion select the means of prevention and the method of their execution, and in relation to such modifications paragraph 5(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of commercial operation of the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of the EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) 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 the EMI by way of modification to the source of the EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of the EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of the EMI; and

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or the EMI.

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

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

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

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, provided that at least 56 days' prior notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, are to be paid by the undertaker to Network Rail.

15.—(1) The undertaker must—

(a) pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part (but subject to the provisions of this paragraph) which may be occasioned to or reasonably incurred by Network Rail by reason of—

(i) the construction or maintenance of a specified work or the failure of such a network; or

(ii) 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,

(b) 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:

(2) the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the supervision of the engineer does not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(3) Network Rail must—

- (a) give the undertaker written notice of any such claims or demands as soon as reasonably possible after Network Rail become aware of any such claims or demands;
- (b) not admit liability or make any offer to settle or compromise any such claim or demand without the prior consent of the undertaker (which, if it withholds such consent has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand);
- (c) take all reasonable steps to mitigate any liabilities relating to such claims or demands; and
- (d) keep the undertaker informed in relation to the progress of any such claims and demands and pay due regard to the undertaker's reasonable representations in relation to them

(4) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub-paragraph include a sum equivalent to the relevant costs in circumstances where—

- (a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and
- (b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker, but not otherwise.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the amount, timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (4) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (4) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (5).

(7) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by a train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

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 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.

17. In the assessment of any sums payable to Network Rail under this no account must be taken of any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

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 plans and land plans and described in the book of reference;

- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

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 no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 0 (certification of plans and documents etc) are certified by the Secretary of State, provide a set of those plans to Network Rail in the form of a computer disc with read only memory.

PART 6

For the protection of Anglian Water Services Limited

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

2. In this part of this schedule—

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“Anglian Water” means Anglian Water Services Limited;

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

(a) any drain or works vested in Anglian Water under the Water Industry Act 1991,

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102 (4) of the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

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

“functions” includes powers and duties;

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

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

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

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

(a) 2.25 metres where the diameter of the pipe is less than 150 millimetres

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres

(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres

(d) 6 metres where the diameter of the pipe exceeds 750 millimetres;

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

5. The alteration, extension, removal or re-location of any Apparatus shall not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals or agreement from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and description of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water without delay for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

6. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus or provide alternative apparatus. Anglian Water must use reasonable endeavours to establish contingency arrangements in a timely manner.

7. [Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 0 (arbitration).]

8. If the undertaker is unable to create the new rights referred to in paragraph 7, Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible, use its reasonable endeavours to obtain the necessary rights.

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

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

11. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 3 and 5 above any damage is caused to any Apparatus (other than Apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must —

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

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

12. Nothing in paragraph 11 above imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents.

13. Anglian Water must give the undertaker reasonable notice of any claim or demand pursuant to paragraph 11 and must consider its representations before proceeding further in respect of the claim or demand.

14. Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any claim, costs, expenses, loss, demands and penalties pursuant to paragraph 11. If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised

15. Any difference or dispute arising between the undertaker and Anglian Water under this part of this Schedule must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 0 (arbitration).

PART 7

For the protection of the Environment Agency and drainage authorities

1. The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between undertaker and the drainage authority.

2. In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and “construct” and “constructed” must be construed accordingly;

“drainage authority” means—

(a) in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991; and

(b) in relation to a main river or any sea defence work, the Environment Agency;

“drainage work” means any watercourse includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991(35);

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

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

(c) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(d) affect the flow, purity, or quality of water in any watercourse; or

(e) affect the conservation, distribution or use of water resources.

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

(35) See section 72(1).

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 3.

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

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval (or submission of further particulars if required by the drainage authority under sub-paragraph (1)) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and

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

(d) The drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph 3(3)(b).

4. Without limiting paragraph 3, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 4, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and

(b) to the reasonable satisfaction of the drainage authority.

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

(2) The undertaker must give to the drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and

(b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

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

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards

their implementation, the drainage authority may execute the works specified in the notice, and any expenditure incurred by it in so doing is recoverable from the undertaker.

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

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

(2) If any drainage work that the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

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

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

(5) This paragraph does not apply to—

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

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

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

- (a) in the examination or approval of plans under this Part;
- (b) in inspecting the construction of any specified work or any protective works required by the drainage authority under this Part; and
- (c) in carrying out of any surveys or tests by the drainage authority that are reasonably required in connection with the construction of the specified work.

9.—(1) Without limiting the other provisions of this Part, the undertaker must indemnify the drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by, the drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;

- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses; or
- (c) any flooding or increased flooding of any such land; and
- (d) where the drainage authority is the Environment Agency, inadequate water quality in any watercourse or other surface waters or in any groundwater,

that is caused by the construction of any specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

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

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

11. Any dispute between the undertaker and the drainage authority under this Part, if the parties agree, must be determined by arbitration under article 0 (arbitration), but otherwise must be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Business, Energy and Industrial Strategy acting jointly on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

SCHEDULE 10

PART 1

Removal of Hedgerows

<u>(1) Area</u>	<u>(2) Location of hedgerow</u>
<u>North Norfolk District</u>	<u>(1)The hedgerow shown between points 1a and 1b on sheet 1 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>Number of landThe hedgerow shown between points 2a and 2b on landsheet 1 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 3a and 3b on sheet 1 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 4a and 4b on sheet 1 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 5a and 5b on sheet 1 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 7a and 7b on sheet 1 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 8a</u>

	and 8b on sheet 1 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 9a and 9b on sheet 2 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 10a and 10b on sheet 2 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 11a and 11b on sheet 2 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 12a and 12b on sheet 2 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 13a and 13b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 14a and 14b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 15a and 15b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 16a and 16b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 17a and 17b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 18a and 18b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 19a and 19b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 20a and 20b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 21a and 21b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 22a and 22b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 23a and 23b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 25a and 25b on sheet 3 of the tree preservation order and hedgerow plan

North Norfolk District	The hedgerow shown between points 26a and 26b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 27a and 27b on sheet 3 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 29a and 29b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 30a and 30b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 32a and 32b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 33a and 33b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 34a and 34b on sheet 4 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 39a and 39b on sheet 5 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 41a and 41b on sheet 6 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 43a and 43b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 44a and 44b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 45a and 45b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 47a and 47b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 50a and 50b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 51a and 51b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 52a and 52b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 53a and 53b on sheet 8 of the tree preservation order and hedgerow plan

	order and hedgerow plan
North Norfolk District	The hedgerow shown between points 54a and 54b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 55a and 55b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 56a and 56b on sheet 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 57a and 57b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 58a and 58b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 59a and 59b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 60a and 60b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 61a and 61b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 62a and 62b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 63a and 63b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 64a and 64b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 65a and 65b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 66a and 66b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 67a and 67b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 68a and 68b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 69a and 69b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 70a

	and 70b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 71a and 71b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 72a and 72b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 73a and 73b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 74a and 74b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 75a and 75b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 76a and 76b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 77a and 77b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 78a and 78b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 80a and 80b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 81a and 81b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 82a and 82b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 83a and 83b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 85a and 85b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 86a and 86b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 87a and 87b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 88a and 88b on sheet 10 of the tree preservation order and hedgerow plan

North Norfolk District	The hedgerow shown between points 89a and 89b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 90a and 90b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 92a and 92b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 93a and 93b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 94a and 94b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 95a and 95b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 96a and 96b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 97a and 97b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 98a and 98b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 100a and 100b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 102a and 102b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 103a and 103b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 104a and 104b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 105a and 105b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 106a and 106b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 107a and 107b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 108a and 108b on sheet 11 of the tree

	preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 109a and 109b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 110a and 110b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 111a and 111b on sheet 11 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 112a and 112b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 115a and 115b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 116a and 116b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 119a and 119b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 121a and 121b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 122a and 122b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 123a and 123b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 124a and 124b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 125a and 125b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 128a and 128b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 129a and 129b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 131a and 131b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 132a and 132b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points

	133a and 133b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 134a and 134b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 135a and 135b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 136a and 136b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 137a and 137b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 138a and 138b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 139a and 139b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 140a and 140b on sheet 14 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 141a and 141b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 142a and 142b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 143a and 143b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 144a and 144b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 145a and 145b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 146a and 146b on sheet 15 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 147a and 147b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 149a and 149b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 150a and 150b on sheet 16 of the tree preservation order and hedgerow plan

<u>Broadland District</u>	<u>The hedgerow shown between points 152a and 152b on sheet 16 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 155a and 155b on sheet 17 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 156a and 156b on sheet 17 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 157a and 157b on sheet 18 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 158a and 158b on sheet 18 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 160a and 160b on sheet 18 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 161a and 161b on sheet 18 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 162a and 162b on sheet 18 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 163a and 163b on sheet 19 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 164a and 164b on sheet 19 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 165a and 165b on sheet 19 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 167a and 167b on sheet 19 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 168a and 168b on sheet 19 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 169a and 169b on sheet 19 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 170a and 170b on sheet 20 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 171a and 171b on sheet 20 of the tree preservation order and hedgerow plan</u>
<u>Broadland District</u>	<u>The hedgerow shown between points 172a and 172b on sheet 20 of the tree</u>

	preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 177a and 177b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 178a and 178b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 179a and 179b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 180a and 180b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 181a and 181b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 182a and 182b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 183a and 183b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 184a and 184b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 185a and 185b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 186a and 186b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 187a and 187b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 188a and 188b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 190a and 190b on sheet 22 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 191a and 191b on sheet 22 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 192a and 192b on sheet 22 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 193a and 193b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points

	194a and 194b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 195a and 195b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 196a and 196b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 197a and 197b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 199a and 199b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 201a and 201b on sheet 24 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 202a and 202b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 208a and 208b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 209a and 209b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 210a and 210b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 211a and 211b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 213a and 213b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 215a and 215b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 216a and 216b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 217a and 217b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 218a and 218b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 219a and 219b on sheet 26 of the tree preservation order and hedgerow plan

South Norfolk District	The hedgerow shown between points 220a and 220b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 221a and 221b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 223a and 223b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 224a and 224b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 225a and 225b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 226a and 226b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 227a and 227b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 232a and 232b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 233a and 233b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 234a and 234b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 235a and 235b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 236a and 236b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 237a and 237b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 238a and 238b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 239a and 239b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 240a and 240b on sheet 27 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 241a and 241b on sheet 27 of the tree

	preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 242a and 242b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 243a and 243b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 244a and 244b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 246a and 246b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 247a and 247b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 248a and 248b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 252a and 252b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 253a and 253b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 254a and 254b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 256a and 256b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 258a and 258b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 259a and 259b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 260a and 260b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 262a and 262b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 263a and 263b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 264a and 264b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points

	266a and 266b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 267a and 267b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 268a and 268b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 269a and 269b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 270a and 270b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 271a and 271b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 272a and 272b on sheet 29 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 275a and 275b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 276a and 276b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 278a and 278b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 281a and 281b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 282a and 282b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 283a and 283b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 284a and 284b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 285a and 285b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 286a and 286b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 287a and 287b on sheet 30 of the tree preservation order and hedgerow plan

South Norfolk District	The hedgerow shown between points 288a and 288b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 289a and 289b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 290a and 290b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 291a and 291b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 292a and 292b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 293a and 293b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 294a and 294b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 296a and 296b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 297a and 297b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 298a and 298b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 299a and 299b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 300a and 300b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 301a and 301b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 303a and 303b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 304a and 304b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 306a and 306b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 307a and 307b on sheet 33 of the tree

	preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 308a and 308b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 310a and 310b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 311a and 311b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 312a and 312b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 313a and 313b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 314a and 314b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 315a and 315b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 317a and 317b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 318a and 318b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 319a and 319b on sheet 31 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 322a and 322b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 323a and 323b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 325a and 325b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 326a and 326b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 329a and 329b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 338a and 338b on sheet 34 of the tree preservation order and hedgerow plan

Schedule H
Deemed Consent Under Coast Protection Act 1949

[Insert details of deemed consent]

Schedule I
Deemed Licence Under the Food and Environment Protection Act 1985

[Insert details of deemed licence]

Schedule J
Trees Subject to Tree Preservation Orders

PART 2

Removal of Important Hedgerows

<i>(1) Area</i>	<i>(2) Reference of hedgerow</i>
<u>North Norfolk District</u>	<u>Number[reference] of tree shown on land plan</u> <u>The hedgerow shown between points 6a and 6b on sheet 1 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 24a and 24b on sheet 3 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 28a and 28b on sheet 3 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 31a and 31b on sheet 4 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 35a and 35b on sheet 5 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 36a and 36b on sheet 5 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 37a and 37b on sheet 5 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 38a and 38b on sheet 5 of the tree preservation order and hedgerow plan</u>
<u>North Norfolk District</u>	<u>The hedgerow shown between points 40a and 40b on sheet 6 of the tree preservation order and hedgerow plan</u>

North Norfolk District	The hedgerow shown between points 42a and 42b on sheet 6 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 46a and 46b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 48a and 48b on sheet 7 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 49a and 49b on sheets 7 and 8 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 79a and 79b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 84a and 84b on sheet 9 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 91a and 91b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 99a and 99b on sheet 10 of the tree preservation order and hedgerow plan
North Norfolk District	The hedgerow shown between points 101a and 101b on sheet 10 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 113a and 113b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 114a and 114b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 117a and 117b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 118a and 118b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 120a and 120b on sheet 12 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 126a and 126b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 127a and 127b on sheet 13 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 130a and 130b on sheet 13 of the tree preservation order

	and hedgerow plan
Broadland District	The hedgerow shown between points 148a and 148b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 151a and 151b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 153a and 153b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 154a and 154b on sheet 16 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 159a and 159b on sheet 18 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 166a and 166b on sheet 19 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 173a and 173b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 174a and 174b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 175a and 175b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 176a and 176b on sheet 20 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 189a and 189b on sheet 21 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 198a and 198b on sheet 23 of the tree preservation order and hedgerow plan
Broadland District	The hedgerow shown between points 200a and 200b on sheet 23 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 203a and 203b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 204a and 204b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 205a and 205b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 206a and

	206b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 207a and 207b on sheet 24 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 212a and 212b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 214a and 214b on sheet 25 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 222a and 222b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 228a and 228b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 229a and 229b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 230a and 230b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 231a and 231b on sheet 26 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 245a and 245b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 249a and 249b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 250a and 250b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 251a and 251b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 255a and 255b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 257a and 257b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 261a and 261b on sheet 28 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 265a and 265b on sheet 29 of the tree preservation order and hedgerow plan

South Norfolk District	The hedgerow shown between points 273a and 273b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 274a and 274b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 277a and 277b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 279a and 279b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 280a and 280b on sheet 30 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 295a and 295b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 302a and 302b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 305a and 305b on sheet 32 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 309a and 309b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 316a and 316b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 320a and 320b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 321a and 321b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 324a and 324b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 327a and 327b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 328a and 328b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 330a and 330b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 331a and 331b on sheet 33 of the tree preservation order

	and hedgerow plan
South Norfolk District	The hedgerow shown between points 332a and 332b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 333a and 333b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 334a and 334b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 335a and 335b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 336a and 336b on sheet 33 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 337a and 337b on sheet 34 of the tree preservation order and hedgerow plan
South Norfolk District	The hedgerow shown between points 339a and 339b on sheet 34 of the tree preservation order and hedgerow plan

NOTES

Initial Commencement

Specified date

Specified date: 1 October 2009: see art 1.

SCHEDULE 11

Deemed Marine Licence under the 2009 Act — Generation Assets

PART 1

Licensed Marine Activities

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

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

“2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 of the Order;

“authorised project” means Work No. 1 described in paragraph 3 of Part 1 this licence or any part of that work;

“buoy” means any floating device used for navigational purposes or measurement purposes;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, with or without frond devices, and/or rock placement;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for operations consisting of offshore site preparation works, pre-construction monitoring surveys approved under this licence and “commenced” and “commencement” must be construed accordingly;

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

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“disturbance” must be construed in accordance with regulation 45(1)(b) of the 2017 Regulations;

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

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

“European offshore marine site” has the meaning given in regulation 18 of the 2017 Regulations;

“European site” has the meaning given in regulation 27 of the 2017 Regulations;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

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

“LAT” means lowest astronomical tide;

“licensed activities” means the activities specified in Part 1 of this licence;” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

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

“MCA” means the Maritime and Coastguard Agency;

“MCZ” means a marine conservation zone designated under section 116(1) of the 2009 Act or any area which is recommended for such designation to the relevant secretary of state in accordance with the 2009 Act unless the secretary of state determines that it shall not be designated as a marine conservation zone;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators;

“offshore electrical installations” means the offshore type 1 substations, the offshore type 2 substations, the offshore subsea HVAC booster stations and the offshore HVAC booster stations forming part of the authorised development;

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing —

(a) electrical equipment required to provide reactive power compensation; and

(b) housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

“offshore site preparation works” means any activities within the Order limits seaward of MHWS undertaken prior to the commencement of construction to prepare for construction, including but not limited to surveys, monitoring, boulder clearance and sandwave clearance;

“offshore subsea HVAC booster station” means a sealed steel or concrete structure located under the surface of the sea, attached to the seabed by means of a foundation, containing electrical equipment required to provide reactive power compensation;

“offshore substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing —

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and

(b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore type 1 substation” means the smaller version of the offshore substations assessed in the environment statement;

“offshore type 2 substation” means the larger version of the offshore substations assessed in the environment statement;

“Order” means the Hornsea Project Three Offshore Wind Farm Order 20[];

“the offshore Order limits and grid coordinates plan” means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 0 (certification of plans and documents etc);

“outline fisheries coexistence and liaison plan” means the plan or plans certified as the outline fisheries coexistence and liaison plan or plans by the Secretary of State for the purposes of the Order under article 0 (certification of plans and documents etc);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“statutory historic body” means Historic England or its successor in function;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include scour protection and additional equipment such as J-tubes;

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

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Orsted Hornsea Project Three (UK) Limited;

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

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece;

“Work No.2” means—

(a) up to 12 offshore type 1 substations each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation or box-type gravity base foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;

(b) up to four offshore type 2 substations each fixed to the seabed by either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;

(c) a network of cables;

(d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings; and

(e) up to eight temporary horizontal directional drilling exit pits;

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

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

- (a) all times are taken to be Greenwich Mean Time (GMT);
- (b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Offshore Marine Licensing

Lancaster House Hampshire Court

Newcastle Business Park

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

(c) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2433;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

4th Floor

Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911;

(h) Historic England
Brooklands
24 Brooklands Avenue
Cambridge
CB2 8BU

Details of licensed marine activities

2.—(1) Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 4 below;
- (b) the construction of works in or over the sea and/or on or under the sea bed;
- (c) dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works; the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (d) boulder clearance works either by displacement ploughing or subsea grab technique or any other equivalent method;
- (e) removal of static fishing equipment;
- (f) the disposal within the Order limits seaward of MHWS of up to 1,344,318 cubic metres of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable sandwave preparation works within Work No. 1; and
- (g) site preparation works.

3. Such activities are authorised in relation to the construction, maintenance and operation of—
Work No. 1—

- (a) an offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 300 wind turbine generators each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation;
- (b) up to three offshore accommodation platforms fixed to the seabed within the area shown on the works plan by monopile foundation, mono suction bucket foundation, jacket foundation, or gravity base foundation and which may be connected to each other or one of the offshore substations within Work No. 2 by an unsupported bridge; and
- (c) a network of cables between the wind turbine generators and between the wind turbine generators and Work No. 2 including one or more cable crossings.

In connection with such Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence including—

- (a) scour protection around the foundations of the offshore structures; and

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices.

4. The substances or articles authorised for deposit at sea are—

(a) iron and steel, copper and aluminium;

(b) stone and rock;

(c) concrete;

(d) sand and gravel;

(e) plastic and synthetic;

(f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and

(g) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised development comprising Work No. 1 are specified below and more particularly on the offshore Order limits and grid coordinates plan—

<u>Point ID</u>	<u>Latitude (DMS)</u>	<u>Longitude (DMS)</u>	<u>Point ID</u>	<u>Latitude (DMS)</u>	<u>Longitude (DMS)</u>
<u>57</u>	<u>53° 52' 12.798" N</u>	<u>2° 19' 38.938" E</u>	<u>61</u>	<u>54° 0' 4.028" N</u>	<u>2° 40' 52.651" E</u>
<u>58</u>	<u>53° 59' 22.420" N</u>	<u>2° 11' 50.694" E</u>	<u>62</u>	<u>53° 48' 57.136" N</u>	<u>2° 44' 53.902" E</u>
<u>59</u>	<u>53° 59' 19.280" N</u>	<u>2° 13' 34.691" E</u>	<u>63</u>	<u>53° 41' 22.175" N</u>	<u>2° 47' 35.927" E</u>
<u>60</u>	<u>53° 58' 42.514" N</u>	<u>2° 32' 43.904" E</u>	<u>64</u>	<u>53° 45' 27.296" N</u>	<u>2° 34' 19.781" E</u>

6. Any offshore site preparation works undertaken shall not be considered to have commenced the licenced activities for the purposes of any condition of this licence that requires any discharge prior to such commencement.

7. This licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

8. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

9. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

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

11.—(1) Any difference under any provision of this licence, unless otherwise provided for, shall be referred to and settled in arbitration in accordance with the rules at Schedule 13 of the Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Where the referral to arbitration under paragraph (1) relates to a difference with the Secretary of State, in the event that the parties cannot agree upon a single arbitrator within the

specified time period stipulated in paragraph (1), either party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

PART 2

Conditions

Design parameters

1.—(1) Subject to paragraph (2), wind turbine generators forming part of the authorised project must not—

- (a) in the event that the total number of wind turbine generators constructed is 160 or fewer—
 - (i) exceed a height of 325 metres when measured from LAT to the tip of the vertical blade; and
 - (ii) exceed a rotor diameter of 265 metres.
- (b) in the event that the total number of wind turbine generators constructed is 300—
 - (i) exceed a height of 250 metres when measured from LAT to the tip of the vertical blade; and
 - (ii) exceed a rotor diameter of 195 metres.
- (c) be less than one kilometre from the nearest wind turbine generator in all directions; and
- (d) be less than 34.97 metres from LAT to the lowest point of the rotating blade.

(2) References to the location of a wind turbine generator are reference to the centre point of that wind turbine generator.

(3) Wind turbine generator foundation structures forming part of the authorised scheme must be one of the following foundation options: monopile foundation, mono suction bucket foundation, jacket foundation or gravity base foundation.

(4) No wind turbine generator—

- (a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than four meters; and
- (b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(5) The total seabed footprint area for wind turbine generator foundations must not exceed—

- (a) 435,660 square metres excluding scour protection; and
- (b) 1,623,182 square metres including scour protection.

(6) The volume of scour protection material for wind turbine generator foundations must not exceed 2,375,044 cubic metres.

2.—(1) The total number of offshore accommodation platforms forming part of the authorised project must not exceed three.

(2) The dimensions of any offshore accommodation platform forming part of the authorised project must not exceed—

- (a) 64 metres in height when measured from LAT;
- (b) 60 metres in length; and
- (c) 60 metres in width.

(3) Any bridge located on an offshore accommodation platform shall be no longer than 100 metres.

(4) Offshore accommodation platform foundation structures forming part of the authorised project must be one of the following foundation options: monopile foundations, mono suction bucket foundations, jacket foundations, or gravity base foundations.

(5) No offshore accommodation platform—

(a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than 4 metres; and

(b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(6) The total seabed footprint area for offshore accommodation platform foundations must not exceed—

(a) 8,836 square metres excluding scour protection; and

(b) 28,628 square metres including scour protection.

(7) The volume of scour protection material for offshore accommodation platform foundations must not exceed 43,429 cubic metres.

3.—(1) The total length of the cables in Work No.1(c) and the volume of their cable protection when combined with the cable authorised under Work No.2(c) of the deemed marine licence granted under Schedule 12 of the Order must not exceed the following—

<i>Work</i>	<i>Length</i>	<i>Cable protection</i>
Work No. 1(c)	1055 kilometres	1,055,000 cubic metres

(2) No cable protection by way of concrete mattresses may be used in European Sites, European Protected Sites or MCZ.

Maintenance of the authorised development

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

(a) major wind turbine component or offshore accommodation platform replacement;

(b) painting wind turbine generators or offshore accommodation platforms;

(c) bird waste removal;

(d) cable remedial burial;

(e) array cable repairs;

(f) access ladder replacement; and

(g) wind turbine generator anode replacement.

(4) Where the MMO's approval is required under paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(5) The undertaker shall issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(6) The undertaker shall ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Notifications and inspections

5.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 14; and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 14;

(b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 14 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised project.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

(a) at least ten days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) on completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 11(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO.

(11) In case of damage to, or destruction or decay of, the authorised project seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following

the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House and the UK Hydrographic Office.

Aids to navigation

6.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House in consultation with Defence Infrastructure Organisation Safeguarding may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised project to completion of decommissioning of the authorised project seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised project seaward of MHWS including the following—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 11(1)(j) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 6(11) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

(6) The undertaker shall ensure that the wind turbine generators have sufficient back up power supplies and a supervisory control and data acquisition system to aid navigation.

7.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the wind turbine generators are painted light grey (colour code RAL 7035).

Aviation safety

8.—(1) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any wind turbine generator and offshore accommodation platform to be constructed;
- (e) the latitude and longitude of each wind turbine generator and offshore accommodation platform to be constructed;

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO.

Chemicals, drilling and debris

9.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised project must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 11(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

10.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

11.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) has been submitted to and approved in writing by the MMO—

- (a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, which shows —

- (i) the proposed location, including grid co-ordinates and choice of foundation types for all wind turbine generators and offshore accommodation platforms;
 - (ii) the number, specifications and dimensions of the wind turbine generators in that phase;
 - (iii) the length and arrangement of cable comprising Work No. 1(c);
 - (iv) the dimensions of all monopile foundations, mono suction bucket foundations, jacket foundations or gravity base foundations;
 - (v) a plan showing the indicative layout of all wind turbine generators and offshore accommodation platforms including all exclusion zones; and
 - (vi) any exclusion zones/micrositing requirements identified in any mitigation project pursuant to sub-paragraph 11(2)(d);
- to ensure conformity with the description of Work No. 1 and compliance with conditions 1 to (2) above save that where the proposed design provided under this condition is in accordance with the development principles set out volume 2, chapter 7, and volume 5, annex 7.1 to the environmental statement the consent of the MMO shall not be required.
- (b) a construction programme to include details of—
 - (i) the proposed construction start date;
 - (ii) proposed timings for mobilisation of plant delivery of materials and installation works; and
 - (iii) an indicative written construction programme for all wind turbine generators offshore accommodation platforms and cable comprised in the works at paragraph 3(a) to 3(b) of Part 1 (licenced marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);

unless otherwise agreed in writing with the MMO.
 - (c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
 - (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph 11(1)(f);
 - (ii) advisory safe passing distances for vessels around construction sites;
 - (iii) cable installation;
 - (iv) contractors;
 - (v) vessels and vessels transit corridors;
 - (vi) codes of conduct for vessel operators;
 - (vii) associated ancillary works;
 - (viii) guard vessels to be employed; and
 - (ix) details of means to avoid impacts on European sites.
 - (d) a project environmental management and monitoring plan covering the period of construction and operation to include details of—
 - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised project in relation to all activities carried out;
 - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) a biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
 - (iv) waste management and disposal arrangements;

- (v) a code of conduct for vessel operators; and
- (vi) the appointment and responsibilities of a fisheries liaison officer.
- (e) a scour protection management plan providing details of the need, type, sources, quantity and installation methods for scour protection, which must be updated and resubmitted for approval if changes to it are proposed following cable laying operations.
- (f) proposed pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting in accordance with condition 15.
- (g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies.
- (h) a cable specification and installation plan, to include—
 - (i) technical specification of offshore cables below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
 - (ii) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
 - (iii) proposals for monitoring offshore cables including cable protection during the operational lifetime of the authorised project which includes a risk based approach to the management of unburied or shallow buried cables, and, where necessary, details of micrositing through any European Site.
- (i) an offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.
- (j) an aid to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 6 for the lifetime of the authorised project.

(2) The licensed activities or any part of those activities must not commence unless no later than six months prior to the commencement a written scheme of archaeological investigation has been submitted to the MMO, in accordance with the outline written scheme of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—

- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
- (b) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
- (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
- (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
- (e) monitoring of archaeological exclusion zones during and post construction;
- (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS ('Online AccesS to the Index of archaeological investigationS') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
- (g) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme;

(h) implementation of the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by The Crown Estate; and

(i) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order Limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(3) The licensed activities or any part of those activities must not commence until a fisheries coexistence and liaison plan in accordance with the outline fisheries coexistence and liaison plan has been submitted to and approved by the MMO.

(4) In the event that driven or part-driven pile foundations are proposed to be used, the MMO must not approve the plan referred to in paragraph (1)(a) unless the MMO is satisfied, after consulting such persons as the Secretary of State may specify (in addition to the persons with whom consultation is otherwise required under this Condition), that the plans provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that marine mammals are a protected feature of that site.

(5) The mitigation referred to in paragraph (4) may include (without limitation)—

(a) seasonal restrictions to piling;

(b) scheduling of piling, having regard to previous, ongoing and future piling associated with other offshore developments, based on an updated assessment of cumulative impacts;

(c) the use of alternative foundation methodologies, such as jacket foundations or gravity base foundations;

(d) the use of noise reduction at source technologies; and

(e) the use of other relevant technologies or methodologies that may emerge in the future.

(6) In paragraph (4), “relevant site” means—

(a) a European offshore marine site; or

(b) a European site.

12.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO shall determine an application for consent made under this article within a period of eight weeks commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) Where the MMO is minded to refuse an application for consent made under condition 11 and notifies the undertaker accordingly, or the Secretary of State fails to determine the application for consent under this article within the period prescribed in paragraph (2), the undertaker may refer the matter for determination in accordance with article 0 (arbitration) of the Order.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 11, unless otherwise agreed in writing by the MMO.

Offshore safety management

13. No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has given written approval of an Emergency Response Co-operation Plan (ERCoP) which includes full details of the plan for emergency response and co-operation for the construction, operation and decommissioning phases of that part of the authorised scheme in accordance with the MCA recommendations contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it), and has confirmed in writing that the

undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations contained within MGN543.

Reporting of engaged agents, contractors and vessels

14.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Monitoring and surveys

15.—(1) The undertaker must in discharging condition 11(1)(f) submit a monitoring plan or plans in accordance with an in-principle monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which shall contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The monitoring plan or plans must include—

- (a) in relation to the pre-construction phase of the authorised project—
 - (i) a plan for marine mammal monitoring, any monitoring required to test predictions in the environmental statement concerning key marine mammal interests of relevance to the authorised scheme;
 - (ii) an ornithological monitoring plan, including proposals for appropriate ornithological surveys covering the area(s) within the Order limits in which construction works were carried out, and any wider area(s) where appropriate, as required to test predictions in the environmental statement concerning key ornithological interests of relevance to the authorised scheme; and
 - (iii) a full sea floor coverage swath-bathymetry survey within the Order limits to inform future navigation risk assessments as part of the cable specification and installation plan.
- (b) in relation to the construction phase of the authorised project—
 - (i) where monopile foundations are to be employed, unless others agreed by the MMO in writing, details of proposed monitoring of the noise generated by the installation of the first four monopile foundations to be constructed under this licence;
 - (ii) a plan for monitoring of the duration of piling activity; and
 - (iii) details of vessel traffic monitoring by automatic identification system for the duration of the construction period including obligations to report annually to the MMO and the MCA during the construction phase of the authorised development.
- (c) in relation to the post-construction phase of the authorised project—
 - (i) a plan for marine mammal monitoring, any monitoring required to test predictions in the environmental statement concerning key marine mammal interests of relevance to the authorised scheme;
 - (ii) an ornithological monitoring plan, to establish any significant changes to conditions since construction of the authorised project;
 - (iii) details of vessel traffic monitoring by automatic identification system, for a period of 28 individual days taking account seasonal variations in traffic patterns over the course of one year to be submitted to the MMO and the MCA no later than one year following completion of the construction phase of the authorised development; and

- (iv) a full sea floor coverage swath-bathymetry survey within the Order limits undertaken in order to inform of any dropped objects or residual navigational risk.

SCHEDULE 12

Deemed Marine Licence under the 2009 Act – Transmission Assets

PART 1

Licensed Marine Activities

1.—(1) In this licence—

“the 2004 Act” means the Energy Act 2004;

“the 2008 Act” means the Planning Act 2008;

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

“2017 Regulations” means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

“Annex I reef” means a reef of a type listed in Annex I of Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 of the Order;

“authorised project” means Work Nos. 2, 3, 4 and 5 described in paragraph 3 of Part 1 of this licence or any part of that work;

“buoy” means any floating device used for navigational purposes or measurement purposes;

“cable protection” means physical measures for the protection of cables including but not limited to concrete mattresses, with or without frond devices, and/or rock placement;

“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for operations consisting of offshore site preparation works, pre-construction monitoring surveys approved under this licence and “commenced” and “commencement” must be construed accordingly;

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

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“disturbance” must be construed in accordance with regulation 45(1)(b) of the 2017 Regulations;

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

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

“European offshore marine site” has the meaning given in regulation 18 of the 2017 Regulations;

“European site” has the meaning given in regulation 27 of the 2017 Regulations;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or

additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“jacket foundation” means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

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

“LAT” means lowest astronomical tide;

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

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and

“maintenance” must be construed accordingly;

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

“MCZ” means a marine conservation zone designated under section 116(1) of the 2009 Act or any area which is recommended for such designation to the relevant secretary of state in accordance with the 2009 Act unless the secretary of state determines that it shall not be designated as a marine conservation zone;

“MCA” means the Maritime and Coastguard Agency;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the wind turbine generators;

“offshore electrical installations” means the offshore type 1 substations, the offshore type 2 substations, the offshore subsea HVAC booster stations and the offshore HVAC booster stations forming part of the authorised development;

“offshore HVAC booster station” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing —

(a) electrical equipment required to provide reactive power compensation; and

(b) housing accommodation, storage, workshop, auxiliary equipment, and facilities for operating, maintaining and controlling the substation;

“offshore site preparation works” means any activities within the Order limits seaward of MHWS undertaken prior to the commencement of construction to prepare for construction, including but not limited to surveys, monitoring, boulder clearance and sandwave clearance;

“offshore subsea HVAC booster station” means a sealed steel or concrete structure located under the surface of the sea, attached to the seabed by means of a foundation, containing electrical equipment required to provide reactive power compensation;

“offshore substation” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and a helicopter platform, containing —

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and

(b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore type 1 substation” means the smaller version of the offshore substations assessed in the environment statement;

“offshore type 2 substation” means the larger version of the offshore substations assessed in the environment statement;

“the offshore Order limits and grid coordinates plan” means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 0 (certification of plans and documents etc);

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure jacket foundations;

“SAC” means an area designated as an area of special area of conservation under regulation 11 of the 2017 Regulations;

“statutory historic body” means Historic England or its successor in function;

“suction bucket” means a steel cylindrical structure attached to the legs of a jacket foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

“Order” means the Hornsea Project Three Offshore Wind Farm Order 20[]

“mono suction bucket foundation” means a steel cylindrical structure which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential, and may include scour protection and additional equipment such as J-tubes;

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

“UK Hydrographic Office” means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

“undertaker” means Orsted Energy Hornsea Project Three (UK) Limited;

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

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece; and

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

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT);

(b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Offshore Marine Licensing

Lancaster House Hampshire Court

Newcastle Business Park

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)

Pakefield Road

Lowestoft

Suffolk

NR33 0HT;

(c) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900;

(e) Maritime and Coastguard Agency

Navigation Safety Branch

Bay 2/20, Spring Place

105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2433;

(f) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244;

(g) Natural England

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Foss House

1-2 Peasholme Green

York

YO1 7PX

Tel: 0300 060 4911;

(h) Historic England

Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU.

Details of licensed marine activities

2. Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

- (a) the deposit at sea of the substances and articles specified in paragraph 4 below;
- (b) the construction of works in or over the sea and/or on or under the sea bed; dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works;
- (c) boulder clearance works either by displacement ploughing or subsea grab technique or any other equivalent method;
- (d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;
- (e) removal of static fishing equipment;
- (f) the disposal within the Order limits seaward of MHWS of up to 2,218,816 cubic metres of inert material of natural origin produced during construction drilling or seabed preparation for foundation works and cable sandwave preparation works within Work Nos. 2, 3, 4 and 5; and
- (g) site preparation works.

3. Such activities are authorised in relation to the construction, maintenance and operation of—
Work No.2 —

- (a) up to 12 offshore type 1 substations each fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation or box-type gravity base foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (b) up to four offshore type 2 substations each fixed to the seabed by either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations and which may be connected to each other or one of the offshore accommodation platforms within Work No.1(b) by an unsupported bridge;
- (c) a network of cables;
- (d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings; and
- (e) up to eight temporary horizontal directional drilling exit pits.

Work No. 3 —

- (a) in the event that the mode of transmission is HVAC, up to four HVAC booster stations fixed to the seabed within the area shown on the works plan by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (b) in the event that the mode of transmission is HVAC, up to six offshore subsea HVAC booster stations fixed to the seabed by either monopile foundation, mono suction bucket foundation, jacket foundation, gravity base foundation, or box-type gravity base foundations;
- (c) in the event that the mode of transmission is HVAC, a network of cables between HVAC booster stations or offshore subsea HVAC booster stations; and
- (d) up to six cable circuits between Work No. 2 and Work No. 3, and between Work No. 3 and Work No.5 consisting of offshore export cables along routes within the Order limits seaward of MHWS including one or more cable crossings.

Work No. 4 — a temporary work area associated with Work No.2 and Work No.3 for vessels to carry out intrusive activities alongside Work No.2 or Work No.3.

Work No. 5— landfall connection works comprising up to six cable circuits and ducts and onshore construction works within the Order limits seaward of MHWS and landward of MLWS.

In connection with such Works Nos. 2, 3, 4 and 5 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this license, including—

- (e) scour protection around the foundations of the offshore electrical installations;
- (f) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices; and
- (g) the removal of material from the seabed required for the construction of Work Nos. 2, 3, 4 and 5 and the disposal of up to 2,218,816 cubic metres of inert material of natural origin within Order limits produced during construction drilling and seabed preparation for foundation works and cable sandwave preparation works;

4. The substances or articles authorised for deposit at sea are—

- (a) iron and steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and cable sandwave preparation works; and
- (g) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised development comprising Work Nos. 2, 3, 4 and 5 are specified below and more particularly on the offshore Order limits and grid coordinates plan—

<u>Point ID</u>	<u>Latitude (DMS)</u>	<u>Longitude (DMS)</u>	<u>Point ID</u>	<u>Latitude (DMS)</u>	<u>Longitude (DMS)</u>
<u>1</u>	<u>52° 57' 23.299" N</u>	<u>1° 5' 48.611" E</u>	<u>64</u>	<u>53° 45' 27.296" N</u>	<u>2° 34' 19.781" E</u>
<u>2</u>	<u>52° 58' 22.516" N</u>	<u>1° 4' 22.810" E</u>	<u>65</u>	<u>53° 45' 17.155" N</u>	<u>2° 33' 57.193" E</u>
<u>3</u>	<u>52° 59' 43.107" N</u>	<u>1° 3' 16.300" E</u>	<u>66</u>	<u>53° 44' 25.151" N</u>	<u>2° 28' 22.483" E</u>
<u>4</u>	<u>53° 0' 12.806" N</u>	<u>1° 3' 4.176" E</u>	<u>67</u>	<u>53° 43' 43.437" N</u>	<u>2° 23' 42.266" E</u>
<u>5</u>	<u>53° 0' 41.322" N</u>	<u>1° 3' 5.626" E</u>	<u>68</u>	<u>53° 43' 38.549" N</u>	<u>2° 23' 1.918" E</u>
<u>6</u>	<u>53° 2' 15.365" N</u>	<u>1° 3' 25.796" E</u>	<u>69</u>	<u>53° 40' 30.736" N</u>	<u>2° 17' 49.303" E</u>
<u>7</u>	<u>53° 4' 22.383" N</u>	<u>1° 5' 4.618" E</u>	<u>70</u>	<u>53° 37' 10.969" N</u>	<u>2° 7' 19.167" E</u>
<u>8</u>	<u>53° 4' 48.739" N</u>	<u>1° 5' 38.118" E</u>	<u>71</u>	<u>53° 37' 2.480" N</u>	<u>2° 6' 39.277" E</u>
<u>9</u>	<u>53° 5' 0.912" N</u>	<u>1° 6' 53.813" E</u>	<u>72</u>	<u>53° 36' 20.389" N</u>	<u>2° 5' 9.581" E</u>
<u>10</u>	<u>53° 4' 56.963" N</u>	<u>1° 8' 49.809" E</u>	<u>73</u>	<u>53° 35' 18.067" N</u>	<u>2° 5' 0.546" E</u>
<u>11</u>	<u>53° 4' 47.089" N</u>	<u>1° 10' 20.278" E</u>	<u>74</u>	<u>53° 34' 58.529" N</u>	<u>2° 4' 49.759" E</u>
<u>12</u>	<u>53° 4' 50.116" N</u>	<u>1° 12' 8.936" E</u>	<u>75</u>	<u>53° 34' 37.908" N</u>	<u>2° 4' 16.626" E</u>
<u>13</u>	<u>53° 5' 1.606" N</u>	<u>1° 14' 7.325" E</u>	<u>76</u>	<u>53° 32' 54.718" N</u>	<u>2° 4' 40.220" E</u>
<u>14</u>	<u>53° 5' 2.192" N</u>	<u>1° 14' 30.074" E</u>	<u>77</u>	<u>53° 32' 31.275" N</u>	<u>2° 4' 37.727" E</u>
<u>15</u>	<u>53° 4' 58.764" N</u>	<u>1° 14' 55.483" E</u>	<u>78</u>	<u>53° 31' 59.257" N</u>	<u>2° 4' 11.934" E</u>
<u>16</u>	<u>53° 4' 32.854" N</u>	<u>1° 16' 47.381" E</u>	<u>79</u>	<u>53° 31' 13.675" N</u>	<u>2° 3' 20.449" E</u>
<u>17</u>	<u>53° 4' 32.226" N</u>	<u>1° 19' 19.524" E</u>	<u>80</u>	<u>53° 30' 18.703" N</u>	<u>2° 2' 26.715" E</u>

<u>18</u>	<u>53° 4' 54.358" N</u>	<u>1° 22' 30.281" E</u>	<u>81</u>	<u>53° 30' 0.496" N</u>	<u>2° 1' 55.943" E</u>
<u>19</u>	<u>53° 5' 6.119" N</u>	<u>1° 25' 0.302" E</u>	<u>82</u>	<u>53° 29' 53.014" N</u>	<u>2° 1' 22.871" E</u>
<u>20</u>	<u>53° 5' 7.887" N</u>	<u>1° 26' 23.233" E</u>	<u>83</u>	<u>53° 29' 52.335" N</u>	<u>2° 0' 47.588" E</u>
<u>21</u>	<u>53° 5' 4.100" N</u>	<u>1° 27' 30.916" E</u>	<u>84</u>	<u>53° 28' 18.157" N</u>	<u>1° 53' 52.525" E</u>
<u>22</u>	<u>53° 5' 52.998" N</u>	<u>1° 28' 30.016" E</u>	<u>85</u>	<u>53° 27' 38.035" N</u>	<u>1° 51' 19.593" E</u>
<u>23</u>	<u>53° 14' 11.509" N</u>	<u>1° 41' 28.704" E</u>	<u>86</u>	<u>53° 27' 25.643" N</u>	<u>1° 50' 32.418" E</u>
<u>24</u>	<u>53° 14' 27.431" N</u>	<u>1° 42' 14.962" E</u>	<u>87</u>	<u>53° 27' 18.150" N</u>	<u>1° 50' 31.601" E</u>
<u>25</u>	<u>53° 15' 49.705" N</u>	<u>1° 44' 10.074" E</u>	<u>88</u>	<u>53° 26' 16.707" N</u>	<u>1° 50' 4.603" E</u>
<u>26</u>	<u>53° 16' 25.597" N</u>	<u>1° 44' 37.874" E</u>	<u>89</u>	<u>53° 25' 53.921" N</u>	<u>1° 50' 10.016" E</u>
<u>27</u>	<u>53° 19' 1.814" N</u>	<u>1° 45' 50.556" E</u>	<u>90</u>	<u>53° 25' 34.502" N</u>	<u>1° 50' 4.308" E</u>
<u>28</u>	<u>53° 22' 33.955" N</u>	<u>1° 46' 57.914" E</u>	<u>91</u>	<u>53° 24' 21.903" N</u>	<u>1° 49' 42.825" E</u>
<u>29</u>	<u>53° 22' 55.872" N</u>	<u>1° 46' 55.918" E</u>	<u>92</u>	<u>53° 24' 2.505" N</u>	<u>1° 49' 42.663" E</u>
<u>30</u>	<u>53° 23' 22.176" N</u>	<u>1° 47' 7.319" E</u>	<u>93</u>	<u>53° 23' 34.480" N</u>	<u>1° 49' 32.287" E</u>
<u>31</u>	<u>53° 23' 41.762" N</u>	<u>1° 47' 5.727" E</u>	<u>94</u>	<u>53° 23' 14.095" N</u>	<u>1° 49' 34.013" E</u>
<u>32</u>	<u>53° 24' 11.270" N</u>	<u>1° 47' 16.705" E</u>	<u>95</u>	<u>53° 22' 47.157" N</u>	<u>1° 49' 22.581" E</u>
<u>33</u>	<u>53° 24' 33.225" N</u>	<u>1° 47' 17.703" E</u>	<u>96</u>	<u>53° 22' 23.714" N</u>	<u>1° 49' 23.370" E</u>
<u>34</u>	<u>53° 25' 56.028" N</u>	<u>1° 47' 42.459" E</u>	<u>97</u>	<u>53° 18' 42.217" N</u>	<u>1° 48' 12.788" E</u>
<u>35</u>	<u>53° 26' 20.933" N</u>	<u>1° 47' 36.143" E</u>	<u>98</u>	<u>53° 15' 55.220" N</u>	<u>1° 46' 54.772" E</u>
<u>36</u>	<u>53° 26' 43.765" N</u>	<u>1° 47' 45.420" E</u>	<u>99</u>	<u>53° 15' 3.154" N</u>	<u>1° 46' 14.109" E</u>
<u>37</u>	<u>53° 27' 30.131" N</u>	<u>1° 48' 5.945" E</u>	<u>100</u>	<u>53° 13' 23.395" N</u>	<u>1° 43' 55.484" E</u>
<u>38</u>	<u>53° 27' 46.677" N</u>	<u>1° 48' 5.619" E</u>	<u>101</u>	<u>53° 13' 5.062" N</u>	<u>1° 43' 4.402" E</u>
<u>39</u>	<u>53° 28' 17.076" N</u>	<u>1° 48' 21.428" E</u>	<u>102</u>	<u>53° 4' 59.121" N</u>	<u>1° 30' 24.338" E</u>
<u>40</u>	<u>53° 28' 37.302" N</u>	<u>1° 49' 1.846" E</u>	<u>103</u>	<u>53° 4' 20.493" N</u>	<u>1° 29' 37.106" E</u>
<u>41</u>	<u>53° 29' 38.707" N</u>	<u>1° 52' 55.786" E</u>	<u>104</u>	<u>53° 4' 9.988" N</u>	<u>1° 29' 29.310" E</u>
<u>42</u>	<u>53° 31' 13.071" N</u>	<u>1° 59' 48.933" E</u>	<u>105</u>	<u>53° 3' 47.663" N</u>	<u>1° 28' 59.880" E</u>
<u>43</u>	<u>53° 31' 19.720" N</u>	<u>2° 0' 36.709" E</u>	<u>106</u>	<u>53° 3' 36.602" N</u>	<u>1° 28' 9.237" E</u>
<u>44</u>	<u>53° 32' 1.260" N</u>	<u>2° 1' 17.462" E</u>	<u>107</u>	<u>53° 3' 36.599" N</u>	<u>1° 27' 27.833" E</u>
<u>45</u>	<u>53° 32' 51.864" N</u>	<u>2° 2' 12.822" E</u>	<u>108</u>	<u>53° 3' 40.623" N</u>	<u>1° 26' 14.722" E</u>
<u>46</u>	<u>53° 34' 50.465" N</u>	<u>2° 1' 45.585" E</u>	<u>109</u>	<u>53° 3' 39.011" N</u>	<u>1° 25' 12.221" E</u>
<u>47</u>	<u>53° 35' 23.664" N</u>	<u>2° 1' 56.535" E</u>	<u>110</u>	<u>53° 3' 28.120" N</u>	<u>1° 22' 53.680" E</u>
<u>48</u>	<u>53° 35' 46.884" N</u>	<u>2° 2' 37.417" E</u>	<u>111</u>	<u>53° 3' 4.980" N</u>	<u>1° 19' 32.112" E</u>
<u>49</u>	<u>53° 36' 32.251" N</u>	<u>2° 2' 43.845" E</u>	<u>112</u>	<u>53° 3' 6.278" N</u>	<u>1° 16' 22.646" E</u>
<u>50</u>	<u>53° 37' 0.888" N</u>	<u>2° 2' 53.784" E</u>	<u>113</u>	<u>53° 3' 34.066" N</u>	<u>1° 14' 17.070" E</u>
<u>51</u>	<u>53° 37' 20.916" N</u>	<u>2° 3' 21.412" E</u>	<u>114</u>	<u>53° 3' 23.126" N</u>	<u>1° 12' 23.483" E</u>
<u>52</u>	<u>53° 38' 20.262" N</u>	<u>2° 5' 30.569" E</u>	<u>115</u>	<u>53° 3' 19.662" N</u>	<u>1° 10' 8.762" E</u>
<u>53</u>	<u>53° 38' 31.038" N</u>	<u>2° 6' 19.862" E</u>	<u>116</u>	<u>53° 3' 30.020" N</u>	<u>1° 8' 33.828" E</u>
<u>54</u>	<u>53° 41' 39.572" N</u>	<u>2° 16' 17.662" E</u>	<u>117</u>	<u>53° 3' 32.792" N</u>	<u>1° 7' 6.899" E</u>
<u>55</u>	<u>53° 44' 4.728" N</u>	<u>2° 20' 18.541" E</u>	<u>118</u>	<u>53° 1' 51.145" N</u>	<u>1° 5' 45.682" E</u>
<u>56</u>	<u>53° 51' 54.307" N</u>	<u>2° 19' 24.004" E</u>	<u>119</u>	<u>53° 0' 17.303" N</u>	<u>1° 5' 29.793" E</u>
<u>57</u>	<u>53° 52' 12.798" N</u>	<u>2° 19' 38.938" E</u>	<u>120</u>	<u>52° 59' 10.951" N</u>	<u>1° 6' 24.006" E</u>
<u>58</u>	<u>53° 59' 22.420" N</u>	<u>2° 11' 50.694" E</u>	<u>121</u>	<u>52° 58' 23.000" N</u>	<u>1° 7' 34.209" E</u>
<u>59</u>	<u>53° 59' 19.280" N</u>	<u>2° 13' 34.691" E</u>	<u>122</u>	<u>52° 57' 44.291" N</u>	<u>1° 7' 45.470" E</u>
<u>60</u>	<u>53° 58' 42.514" N</u>	<u>2° 32' 43.904" E</u>	<u>123</u>	<u>52° 57' 19.850" N</u>	<u>1° 7' 56.688" E</u>
<u>61</u>	<u>54° 0' 4.028" N</u>	<u>2° 40' 52.651" E</u>	<u>124</u>	<u>52° 56' 59.623" N</u>	<u>1° 8' 4.381" E</u>
<u>62</u>	<u>53° 48' 57.136" N</u>	<u>2° 44' 53.902" E</u>	<u>125</u>	<u>52° 57' 2.633" N</u>	<u>1° 7' 44.016" E</u>
<u>63</u>	<u>53° 41' 22.175" N</u>	<u>2° 47' 35.927" E</u>	<u>126</u>	<u>52° 57' 4.058" N</u>	<u>1° 7' 42.464" E</u>

6. Any offshore site preparation works undertaken shall not be considered to have commenced the licenced activities for the purposes of any condition of this licence that requires any discharge prior to such commencement.

7. This licence remains in force until the authorised project has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

8. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within article 0 (benefit of the Order).

9. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this Schedule, the approved details, plan or project are taken to include any amendments that may subsequently be approved in writing by the MMO.

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

11.—(1) Any difference under any provision of this licence, unless otherwise provided for, shall be referred to and settled in arbitration in accordance with the rules at Schedule 13 of the Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Where the referral to arbitration under paragraph (1) relates to a difference with the Secretary of State, in the event that the parties cannot agree upon a single arbitrator within the specified time period stipulated in paragraph (1), either party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

PART 2

Conditions

Design parameters

1.—(1) The total number of offshore electrical installations shall not exceed 18, and shall consist of no more than—

- (a) 12 offshore type 1 substations;
- (b) four offshore type 2 substations;
- (c) four offshore HVAC booster stations; and
- (d) six offshore subsea HVAC booster stations.

2.—(1) The dimensions of any offshore type 1 substations forming part of the authorised project must not exceed—

- (a) 90 metres in height when measured from LAT;
- (b) 100 metres in length; and

(c) 100 metres in width.

(2) The dimensions of any offshore type 2 substations forming part of the authorised project must not exceed—

(a) 110 metres in height when measured from LAT;

(b) 180 metres in length; and

(c) 90 metres in width.

(3) The dimensions of any offshore HVAC booster station forming part of the authorised project must not exceed—

(a) 90 metres in height when measured from LAT;

(b) 100 metres in length; and

(c) 100 metres in width.

(4) The dimensions of any offshore subsea HVAC booster station forming part of the authorised project must not exceed—

(a) 15 metres in height when measured from the seabed;

(b) 50 metres in length; and

(c) 50 metres in width.

(5) Any bridge located on an offshore electrical installation shall be no longer than 100 metres.

(6) Offshore electrical installation foundation structures forming part of the authorised scheme must be one of the following foundation options—

(a) for offshore type 1 substations, offshore HVAC booster stations and offshore subsea HVAC booster stations either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations or box-type gravity base foundations; and

(b) for offshore type 2 substations, either monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, jacket foundations, box-type gravity base foundations, pontoon gravity base 1 foundations, or pontoon gravity base 2 foundations.

(7) No offshore electrical installation —

(a) jacket foundation employing pin piles forming part of the authorised project shall have a pin pile diameter of greater than 4 metres; and

(b) monopile foundation forming part of the authorised project shall have a diameter greater than 15 metres.

(8) The total seabed footprint area for offshore electrical installation foundations must not exceed—

(a) 138,900 square metres excluding scour protection; and

(b) 267,900 square metres including scour protection.

(9) The volume of scour protection material for offshore electrical installation foundations must not exceed 534,400 cubic metres.

3.—(1) The total length of the cables and the volume of their cable protection must not exceed the following—

<u>Work</u>	<u>Length</u>	<u>Cable protection</u>
<u>Work Nos. 2 and 3</u>	<u>1,371 kilometres</u>	<u>1,371,000 cubic metres</u>
<u>Work No. 5</u>	<u>3 kilometres</u>	<u>None</u>

(2) No cable protection by way of concrete mattresses may be used in European Sites, European Protected Sites or MCZ.

4. The total length of the cables in Work No.2(c) and the volume of their cable protection when combined with the cable authorised under Work No.1(c) of the deemed marine licence granted under Schedule 11 of the Order must not exceed the following—

<u>Length</u>	<u>Cable protection</u>
<u>1,055 kilometres</u>	<u>1,055,000 cubic metres</u>

Maintenance of the authorised development

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

- (a) offshore electrical installation component replacement;
- (b) offshore electrical installation painting;
- (c) removal of organic build-up;
- (d) cable remedial burial;
- (e) cable repairs;
- (f) replacement of offshore electrical installation anodes; and
- (g) J-tube repair/replacement.

(4) Where the MMO's approval is required under paragraph (2), such approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(5) The undertaker shall issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(6) The undertaker shall ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Notifications and inspections

6.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
 - (i) all agents and contractors notified to the MMO in accordance with condition 15; and
 - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 15.
- (b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 15 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised project.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the licensed activities or any part of them.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

(a) at least ten days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) on completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work Nos 2, 3, 4 and 5 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO and UKHO within five days.

(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 12(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO.

(11) In case of damage to, or destruction or decay of, the authorised project seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House and the UK Hydrographic Office.

Aids to navigation

7.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House in consultation with Defence Infrastructure Organisation Safeguarding may from time to time direct.

(2) The undertaker must during the period from the start of construction of the authorised project to completion of decommissioning of the authorised project seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised project seaward of MHWS including the following—

(a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 12(1)(j) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning of the authorised project seaward of MHWS notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 6(11) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

8. The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

Aviation safety

9.—(1) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised project, in writing of the following information—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any offshore electrical installations are brought into use;
- (c) the maximum height of any construction equipment to be used;
- (d) the maximum heights of any offshore electrical installations to be constructed;
- (e) the latitude and longitude of each offshore electrical installations to be constructed;

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project. Copies of notifications must be provided to the MMO.

Chemicals, drilling and debris

10.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised project must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended).

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110% of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months August to January inclusive, and by 31 July each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or

environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 12(1)(d)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

11.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

12.—(1) The licensed activities or any phase of those activities must not commence until the following (as relevant to that phase) have been submitted to and approved in writing by the MMO—

(a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be agreed in writing with the MMO which shows, in accordance with the development principles set out in volume 2, chapter 7, and volume 5, annex 7.1 to the environmental statement—

(i) the proposed location, including grid co-ordinates and choice of foundation of all offshore electrical installations;

(ii) the height, length and width of all offshore electrical installations;

(iii) the length and arrangement of all cables comprised in Work Nos. 2, 3, and 5;

(iv) the dimensions of all monopile foundations, mono suction bucket foundations, jacket foundations, gravity base foundations, box-type gravity base foundations, pontoon gravity base 1 foundations and pontoon gravity base 2 foundations;

(v) the proposed layout of all offshore electrical installations including any exclusion zones identified under sub-paragraph 12(2)(d); and

(vi) any exclusion zones/micrositing requirements identified in any mitigation scheme pursuant to sub-paragraph 12(2)(d);

to ensure conformity with the description of Work Nos. 2, 3, 4 and 5 and compliance with conditions 1 to (2) above.

(b) a construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works; and

- (iii) an indicative written construction programme for all offshore electrical installations and electrical circuits comprised in the works at paragraph 2(g) of Part 1 (licenced marine activities) of this Schedule (insofar as not shown in paragraph (ii) above);
unless otherwise agreed in writing with the MMO.
- (c) a construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—
- (i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works and having regard to any mitigation scheme pursuant to sub-paragraph 12(1)(f);
 - (ii) advisory safe passing distances for vessels around construction sites;
 - (iii) cable installation;
 - (iv) contractors;
 - (v) vessels and vessels transit corridors;
 - (vi) codes of conduct for vessel operators;
 - (vii) associated ancillary works;
 - (viii) guard vessels to be employed; and
 - (ix) details of means to avoid impacts on European sites.
- (d) a project environmental management and monitoring plan covering the period of construction and operation to include details of—
- (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised project in relation to all activities carried out;
 - (ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;
 - (iii) a biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised;
 - (iv) waste management and disposal arrangements;
 - (v) a code of conduct for vessel operators; and
 - (vi) the appointment and responsibilities of a fisheries liaison officer.
- (e) a scour protection management plan providing details of the need, type, sources, quantity and installation methods for scour protection, which plan must be updated and resubmitted for approval if changes to it are proposed following cable laying operations.
- (f) proposed pre-construction surveys, construction monitoring, post-construction monitoring and related reporting in accordance with condition 16.
- (g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies.
- (h) a cable specification and installation plan, to include—
- (i) technical specification of offshore cables below MHWS, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;
 - (ii) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
 - (iii) proposals for monitoring offshore cables including cable protection during the operational lifetime of the authorised project which includes a risk based approach to

the management of unburied or shallow buried cables, and, where necessary, details of micrositing through any European Site.

- (i) an offshore operations and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
- (j) an aid to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 8 for the lifetime of the authorised project.

(2) The licensed activities or any part of those activities must not commence unless no later than six months prior to the commencement a written scheme of archaeological investigation has been submitted to the MMO, in accordance with the outline written scheme of investigation, and in accordance with industry good practice, in consultation with the statutory historic body to include—

- (a) details of responsibilities of the undertaker, archaeological consultant and contractor;
- (b) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
- (c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
- (d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;
- (e) monitoring of archaeological exclusion zones during and post construction;
- (f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting a Historic England OASIS ('Online AccesS to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised project, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;
- (g) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised project;
- (h) implementation of the Offshore Renewables Protocol for Reporting Archaeological Discoveries as set out by The Crown Estate; and
- (i) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(3) The licensed activities or any part of those activities must not commence until a fisheries coexistence and liaison plan in accordance with the outline fisheries coexistence and liaison plan has been submitted to and approved by the MMO.

(4) In the event that driven or part-driven pile foundations are proposed to be used, the MMO must not approve the plan referred to in paragraph (1)(a) and (2) unless the MMO is satisfied, after consulting such persons as the Secretary of State may specify (in addition to the persons with whom consultation is otherwise required under this Condition), that the plans provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that marine mammals are a protected feature of that site.

(5) The mitigation referred to in paragraph (4) may include (without limitation)—

- (a) seasonal restrictions to piling;
- (b) scheduling of piling, having regard to previous, ongoing and future piling associated with other offshore developments, based on an updated assessment of cumulative impacts;
- (c) the use of alternative foundation methodologies, such as jacket foundations or gravity base foundations;

- (d) the use of noise reduction at source technologies; and
- (e) the use of other relevant technologies or methodologies that may emerge in the future.

(6) In paragraph (4), “relevant site” means—

- (a) a European offshore marine site; or
- (b) a European site.

13.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 12 must be submitted for approval at least four months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO shall determine an application for consent made under this article within a period of eight weeks commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) Where the MMO is minded to refuse an application for consent made under condition 12 and notifies the undertaker accordingly, or the Secretary of State fails to determine the application for consent under this article within the period prescribed in sub-paragraph (2), the undertaker may refer the matter for determination in accordance with article 0 (arbitration) of the Order.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 12, unless otherwise agreed in writing by the MMO.

Offshore safety management

14. No part of the authorised project may commence until the MMO, in consultation with the MCA, has given written approval of an Emergency Response Co-operation Plan (ERCoP) which includes full details of the plan for emergency response and co-operation for the construction, operation and decommissioning phases of that part of the authorised project in accordance with the MCA recommendations contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it), and has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised project, adequately addressed all MCA recommendations contained within MGN543.

Reporting of engaged agents, contractors and vessels

15.—(1) The undertaker must provide the following information to the MMO—

- (a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and
- (b) each week during the construction of the authorised project a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Monitoring and surveys

16.—(1) The undertaker must submit in discharging condition 12(1)(f) a monitoring plan or plans in accordance with an in-principle monitoring plan for written approval by the MMO in consultation with the relevant statutory bodies, which shall contain details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The monitoring plan or plans must include—

- (a) in relation to the pre-construction phase of the authorised project—

- (i) a full sea floor coverage swath–bathymetry survey within the Order limits to inform future navigation risk assessments as part of the cable specification and installation plan; and
 - (ii) details of a survey to determine the location, extent and composition of any Annex I reefs within SACs and/or biogenic or geogenic reefs outside SACs within the Order limits.
- (b) in relation to the construction phase of the authorised project, details of vessel traffic monitoring by automatic identification system for the duration of the construction period including obligations to report annually to the MMO and the MCA during the construction phase of the authorised development;
- (c) in relation to the post–construction phase of the authorised project—
 - (i) details of monitoring of a representative proportion of the authorised development within any European Sites, European Protected Sites or MCZs where sensitive cable protection material is employed;
 - (ii) details of vessel traffic monitoring by automatic identification system, for a period of 28 individual days taking account seasonal variations in traffic patterns over the course of one year to be submitted to the MMO and the MCA no later than one year following completion of the construction phase of the authorised development; and
 - (iii) a full sea floor coverage swath-bathymetry survey undertaken in order to inform of any dropped objects or residual navigational risk.

SCHEDULE 13

Arbitration Rules

Primary objective

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 0 of the Order.

(2) The Arbitration shall be deemed to have commenced when a party ("the Claimant") serves a written notice of arbitration on the other party ("the Respondent").

Time periods

2.—(1) All time periods in these Arbitration Rules will be measured in days and this will include weekends, but not bank or public holidays.

(2) Time periods will be calculated from the day after the Arbitrator is appointed which shall be either:

- (a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the Arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the Arbitration will be that set out in sub–paragraphs (2) to (4) below unless amended in accordance with sub–paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant shall provide both the Respondent and the Arbitrator with:

- (a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, the amount of its claim and/or the remedy it is seeking;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant's statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent shall provide the Claimant and the Arbitrator with:

(a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;

(c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with:

(a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the Respondent's submissions;

(c) any expert report in response to the Respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent;

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) shall be concise. No single pleading will exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The Arbitrator shall make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the Arbitrator shall direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing shall not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision will be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There will be no process of examination and cross-examination of experts, but the Arbitrator shall invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that:

(a) At least 28 days before a hearing, the Arbitrator will provide a list of issues to be addressed by the expert(s);

(b) If more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and

(c) The form and content of a joint report shall be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator shall take these submissions into account in the Award.

(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which he/she is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before him/her attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The Arbitrator's award shall include reasons. The parties shall accept that the extent to which reasons are given shall be proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996, including the non-mandatory sections, save where modified by these Rules.

(2) There shall be no discovery or disclosure, except that the Arbitrator shall have the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure:

(a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

Costs

6.—(1) The costs of the Arbitration shall include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) Where the difference involves connected/interrelated issues, the Arbitrator will consider the relevant costs collectively.

(3) The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.

(4) The Arbitrator will award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) The parties agree that any hearings in this Arbitration shall take place in private.

(2) The parties and Arbitrator agree that any matters, materials, documents, awards, expert reports and the like are confidential and shall not be disclosed to any third party without prior written consent of the other party, save for any application to the Courts.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of an offshore wind farm in the North Sea approximately 121 kilometres to the northeast of the north Norfolk coast and approximately 10 kilometres west of the median line between UK and Netherlands waters together with associated development. This Order imposes requirements in connection with the development and authorises the compulsory purchase of land (including rights in land) and the right to use land and to override easements and other rights.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the wind farms. The marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 0 (certification of plans and documents etc) may be inspected free of charge at the offices of Orsted at 5 Howick Place, London SW1P 1WG.