S T A T U T O R Y I N S T R U M E N T S

2025 No. 1090

INFRASTRUCTURE PLANNING

The A46 Newark Bypass Development Consent Order 2025

Made - - - -	*1st October 2025*
Coming into force	*22nd October 2025*

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

The application was examined by a panel appointed as an examining authority (appointed by the Secretary of State) in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(**c**).

The panel, having considered the representations made and not withdrawn and the application together with the accompanying documents, in accordance with section 74(2) of the 2008 Act has submitted a report and recommendation to the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

The Secretary of State, having considered the representations made and not withdrawn, and the report and recommendation of the panel, has decided to make an Order granting development consent for the development described in the application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

The Secretary of State, in exercise of the powers conferred by sections 114(**d**), 115(**e**), 117(**f**), 120(**g**), 122(**h**) to 123(**i**), 127(**j**), 131(**k**) to 132(**l**), 138(**m**) and 154 of, and paragraphs 1 to 3, 10 to 17, 19 to 23, 26, 33, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order.

(**a**) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of, and paragraph 5 of Schedule 13 to, the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264 amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524, S.I. 2017/572, S.I. 2018/378, S.I. 2019/734, S.I. 2020/764, S.I. 2020/1534, S.I. 2021/978, S.I. 2022/634, S.I. 2023/1071 and S.I. 2024/332.
(**c**) S.I. 2010/103, amended by S.I. 2012/635 and S.I. 2024/317.
(**d**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**e**) Section 115 was amended by paragraph 56 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011 and section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**f**) Section 117 was amended by paragraph 58 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011.
(**g**) Section 120 was amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**h**) Section 122 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**i**) Section 123 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**j**) Section 127 was amended by paragraph 64(2) of Schedule 13 to the Localism Act 2011 and section 23(2) of the Growth and Infrastructure Act 2013 (c. 27).
(**k**) Section 131 was amended by section 24(2) of the Growth and Infrastructure Act 2013.
(**l**) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act 2013.
(**m**) Section 138 was amended by section 23(4) of the Growth and Infrastructure Act 2013.

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the A46 Newark Bypass Development Consent Order 2025 and comes into force on 22nd October 2025.

Interpretation

2.—(1) In this Order except where provided otherwise—

"the 1961 Act" means the Land Compensation Act 1961(**a**);

"the 1965 Act" means the Compulsory Purchase Act 1965(**b**);

"the 1980 Act" means the highways Act 1980(**c**);

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

"the 1984 Act" means the Road Traffic Regulation Act 1984(**e**);

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

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

"the 2004 Act" means the Traffic Management Act 2004(**h**);

"the 2008 Act" means the Planning Act 2008(**i**);

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

"agricultural land plan" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the agricultural land plan for the purposes of this Order;

"apparatus" has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act;

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

"book of reference" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the book of reference for the purposes of this Order;

"bridleway" has the same meaning as in section 329(1) (further provision as to interpretation) of the 1980 Act;

"building" includes any structure or erection or any part of a building, structure or erection;

"Cadent Gas" means Cadent Gas Limited (company number 10080864), whose registered address is Cadent, Pilot Way, Ansty, Coventry, England, CV7 9JU or a related or subsidiary company of Cadent Gas;

"Canal & River Trust" means Canal & River Trust (company number 07807276), whose registered address is National Waterways Museum Ellesmere Port, South Pier Road,

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(**a**) 1961 c. 33.
(**b**) 1965 c. 56.
(**c**) 1980 c. 66.
(**d**) 1981 c. 66.
(**e**) 1984 c. 27.
(**f**) 1990 c. 8.
(**g**) 1991 c. 22.
(**h**) 2004 c. 18.
(**i**) 2008 c. 29.

Ellesmere Port, Cheshire, England, CH65 4FW or a related or subsidiary company of the Canal & River Trust;

"carriageway" has the same meaning as in section 329(1) of the 1980 Act;

"classification of roads plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the classification of road plans for the purposes of this Order;

"commence" means beginning to carry out any material operation (as defined in section 56(4)(a) of the 1990 Act) forming part of the authorised development other than an operation consisting of pre-commencement works, and "commencement" is to be construed accordingly;

"cycle track" has the same meaning as in section 329(1)(**a**) of the 1980 Act;

"Crown land plans" means the plans listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the Crown land plans for the purposes of this Order;

"electronic transmission" means a communication transmitted—

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

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

and in this definition "electronic communications network" has the same meaning as in section 32(1) (meaning of electronic communications networks and services) of the Communications Act 2003(**b**);

"engineering plans and sections" means the document listed in Schedule 10 (documents to be certified) and certified as the engineering plans and sections by the Secretary of State for the purposes of this Order;

"Environment Agency" means the body of that name created by the Environment Act 1995(**c**) or any successor in function to it;

"environmental statement" means the document of that description listed in Schedule 10 (documents to be certified) and certified as the environmental statement by the Secretary of State for the purposes of this Order;

"footpath" has the same meaning as in section 329(1) of the 1980 Act;

"footway" has the same meaning as in section 329(1) of the 1980 Act;

"highway" has the same meaning as in section 328(1) (meaning of "highway") of the 1980 Act;

"land plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the land plans for the purposes of this Order;

"lead local flood authority" means Nottinghamshire County Council in its function as lead flood authority;

"limits of deviation" means the limits of deviation referred to in article 10 (limits of deviation);

"local highway authority" means Nottinghamshire County Council;

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

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

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

(**b**) 2003 c. 21. Section 32(1) was amended by S.I. 2011/1210.

(**c**) 1995 c. 25.

"Order limits" means the limits of land to be acquired permanently or used temporarily as shown on the land plans, and the limits of land within which the authorised development as shown on the works plans and utilities works plans may be carried out;

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

"permanent speed limit plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the permanent speed limit plans for the purposes of this Order;

"pre-commencement works" means—

(a) archaeological investigations and mitigation works;

(b) utilities works comprising utilities protection works or fencing and protection slabs or diversions;

(c) baseline monitoring and investigations for the purpose of assessing and monitoring ground and water conditions and levels;

(d) construction compound establishment including welfare facilities and temporary buildings;

(e) construction of the temporary bridge over the River Trent;

(f) site clearance;

(g) preparation work for flood compensation areas;

(h) laying down of haul roads and access works;

(i) environmental surveys, mitigation and monitoring;

(j) diversion of public rights of way;

(k) demolition;

(l) erection of temporary fencing;

(m) establishment of vehicle recovery areas;

(n) installation of temporary CCTV and speed enforcement cameras;

(o) vegetation planting;

(p) remedial work in respect of any contamination or other adverse ground conditions;

(q) receipt and erection of construction plant and equipment; and

(r) temporary display of site notices, information and advertisements.

"relevant planning authority" means in any given provision of this Order, the planning authority for the land to which the provision relates;

"road" has the same meaning as in section 142(1)(**b**) (general interpretation of act) of the 1984 Act;

"special category land plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the special category land plans for the purposes of this Order;

"statutory undertaker" means any statutory undertaker for the purposes of section 127(8) (statutory undertakers' land) of the 2008 Act;

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

(**a**) 1981 c. 67. The definition of "owner" was amended by paragraph 9 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34). There are other amendments to section 7 which are not relevant to this Order.

(**b**) The definition of "road" in section 142(1) was substituted by paragraph 78(4) of Part 2 of Schedule 8 to the New Roads and Street Works Act 1991 (c. 22).

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

"street authority", in relation to a street, has the same meaning as in section 49(**a**) (the street authority and other relevant authorities) of the 1991 Act;

"streets, rights of way and access plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the streets, rights of way and access plans for the purposes of this Order;

"traffic authority" has the same meaning as in section 121A(**b**) (traffic authorities) of the 1984 Act;

"traffic regulation measures plans" means the document of that description listed in Schedule 10 (documents to be certified) certified by the Secretary of State as the traffic regulation measures plans for the purposes of this Order;

"tree protection plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the tree protection plans for the purposes of this Order;

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

"trunk road" means a highway which is a trunk road by virtue of—

(a) section 10(**c**) (general provision as to trunk roads) or section 19(1)(**d**) (certain special roads and other highways to become trunk roads) of the 1980 Act;

(b) an order made or direction given under section 10 of that Act;

(c) an order granting development consent; or

(d) any other enactment;

"undertaker" means National Highways Limited, company number 09346363, whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ;

"utilities works" means those works shown on the utilities works plans and described as utilities works in Schedule 1 (authorised development);

"utilities works plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the utilities works plans for the purposes of this Order;

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

"works plans" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the works plans for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do or to place and maintain, anything in, on or under land or in the airspace above its surface.

(3) References in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order land.

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

(a) to an affected person directly, where that affected person's land or rights over land have been adversely affected by this Order, and, where that is the case, the rights referenced in the Order are to be granted for the benefit of the land in which that affected person has an interest at the time of the making of this Order; or

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(**a**) Section 49 was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015.

(**b**) Section 121A was inserted by section 168(1) of, and paragraph 70 of Schedule 8 to, the New Roads and Street Works Act 1991, and amended by paragraph 95(2) and (3) of Schedule 1 to the Infrastructure Act 2015 and S.I. 2001/1400.

(**c**) Section 10 was amended by section 22(2) of the New Roads and Street Works Act 1991, by section 36 of, and paragraph 22 of Schedule 2 to, the Planning Act 2008, and by section 1 of, and paragraph 10 of Schedule 1 to, the Infrastructure Act 2015.

(**d**) Section 19(1) was amended by paragraph 15 of Schedule 1 to, the Infrastructure Act 2015.

(b) to any statutory undertaker for the purposes of their undertaking.

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

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

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

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

(9) References in this Order to the expression "includes" may be construed without limitation, unless so construing would give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

Disapplication and modification of legislative provisions

3.—(1) The provisions of the Neighbourhood Planning Act 2017(**a**) insofar as they relate to temporary possession of land under articles 39 (temporary use of land for carrying out the authorised development) and 40 (temporary use of land for maintaining the authorised development) of this Order do not apply in relation to the construction of works or the carrying out of any operation required for the purpose of, or in connection with, the construction of the authorised development and, within the maintenance period defined in article 40(13), any maintenance of any part of the authorised development.

(2) Regulation 6 of the Hedgerows Regulations 1997(**b**) is modified so that it has effect as if after paragraph (1)(j) there were inserted—

"(k) or for carrying out or the maintenance of development which has been authorised by an order granting development consent pursuant to the Planning Act 2008.".

(3) Section 32(**c**) (variation of awards) of the Land Drainage Act 1991 does not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction of the authorised development.

Maintenance of drainage works

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

(2) In this article "drainage" has the same meaning as in section 72(1)(**d**) (interpretation) of the Land Drainage Act 1991.

(**a**) 2017 c. 20.
(**b**) S.I. 1997/1160, there are amendments to regulation 6 but none are relevant to this Order.
(**c**) 1991 c. 59. Section 32 was amended by S.I. 2013/755.
(**d**) The definition of "drainage" was substituted by section 100(2) of the Environment Act 1995 (c. 25).

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

5.—(1) Subject to the provisions of this Order including the requirements in Schedule 2 (requirements), the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

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

Maintenance of authorised development

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

Application of the 1990 Act

7.—(1) This article applies where the Order land is used for the temporary works.

(2) Where this article applies, section 57(2) (planning permission required for development) of the 1990 Act applies as if the development consent granted by this Order were planning permission granted for a limited period.

(3) In this article, "the temporary works" means those works described for Work Nos. 10 to 11, 21, 25, 28, 47, 59, 65, 68, 85, 92, 106 and 126 to 128 in Schedule 1.

Planning permission

8.—(1) If planning permission is granted under the powers conferred by the 1990 Act for development any part of which is within the Order limits following the coming into force of this Order that is—

(a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; or

(b) required to complete or enable the use or operation of any part of the authorised development,

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

(2) Anything done by the undertaker in accordance with the terms of this Order does not constitute a breach of any planning permission that is issued pursuant to the 1990 Act.

Existing powers and duties of the undertaker

9. Except as expressly provided, nothing in this Order is to prejudice the operation of, and the powers and duties of the undertaker under, the 1980 Act, the 1991 Act and the Town and Country Planning (General Permitted Development) (England) Order 2015(**a**).

Limits of deviation

10.—(1) In carrying out the authorised development the undertaker may, so far as the undertaker considers it necessary or convenient—

(**a**) S.I. 2015/596.

(a) deviate laterally from the lines or situations of the authorised development shown on the utilities plans and works plans to the extent of the limits of deviation shown on those plans; and

(b) deviate vertically from the levels of the authorised development shown on the engineering drawings and sections—

(i) in respect of Work No. 33 to a maximum of 1 metre upwards or 2.5 metres downwards;

(ii) in respect of Work Nos. 34, 36, 51 and 52 to a maximum of 1 metre upwards or 2 metres downwards;

(iii) for all other works to a maximum of 1 metre upwards or downwards.

(2) The maximum limits of deviation set out in paragraph (1) do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction, and the Secretary of State, following consultation with the relevant planning authority and the local highway authority, certifies that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects from those reported in the environmental statement.

Benefit of Order

11.—(1) Subject to article 12 (consent to transfer benefit of Order) and paragraph (2), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

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

Consent to transfer benefit of Order

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

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

(b) grant to another person ("the grantee") for a period agreed between the undertaker and the grantee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (4), include references to the transferee or the grantee, or any other person who may exercise, enjoy or be responsible for any functions of the undertaker pursuant to that agreement, as the case may be.

(3) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker, save where those benefits or rights are exercised by a statutory undertaker (which for the purposes of this article includes any entity listed in paragraph (5)), or by an owner or occupier of land pursuant to paragraph (3) of article 29 (compulsory acquisition of rights and imposition of restrictive covenants) of this Order, in which case liability for the payment of compensation remains with the undertaker.

(4) The consent of the Secretary of State under this article is not required where the powers of article 29 (compulsory acquisition of rights and imposition of restrictive covenants) are, with the consent of the undertaker given under article 29(3), proposed to be exercised by a statutory undertaker rather than by the undertaker, or are proposed to be exercised for the express benefit or accommodation of owners and occupiers of land, as identified in column (4) of the table in Part 4 of Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access) to this Order.

(5) The consent of the Secretary of State is not required under this article, where the transfer or grant is made to—

(a) Openreach for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U4, U8, U9, U11, U14, U20, U23, U25 and U31;

(b) Cadent Gas for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U5, U18 and U32;

(c) National Grid for the purpose of undertaking any works relating to its apparatus set out in Work Nos. U1, U2, U3, U10, U12, U13, U15, U19, U24, U28, U29 and U30;

(d) euNetworks for the purpose of undertaking any works relating to its apparatus set out in Work No. U26;

(e) Virgin Media for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U7, U21, U27; and

(f) Severn Trent Water for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U6, U16, U17, U22 and U33.

(6) In this article—

"National Grid" means National Grid Electricity Distribution PLC (company number 09223384) whose registered office is at Avonbank, Feeder Road, Bristol, Avon, BS2 0TB or a related or subsidiary company of National Grid;

"euNetworks" means euNetworks Fiber UK Limited (company number 04840874) whose registered office is at 5 Churchill Place, London, England, E14 5HU or a related or subsidiary company of euNetworks;

"Openreach" means Openreach Limited (company number 10690039) whose registered office is at 6 Gracechurch Street, London, United Kingdom, EC3V 0AT or a related or subsidiary company of Openreach;

"Severn Trent Water" means Severn Trent Water Limited (company number 02366686) whose registered office is at Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ or a related or subsidiary company of Severn Trent Water; and

"Virgin Media" means Virgin Media Limited (company number 2591237) whose registered office is at 500 Brook Drive, Reading, RG2 6UU or a related or subsidiary company of Virgin Media.

PART 3

STREETS

Application of the 1991 Act

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

(a) they are of a description mentioned in any of paragraphs (a), (c) to (e), (g) and (h) of section 86(3) (highway authorities, highways and related matters) of that Act; or

(b) they are works which, had they been executed by the local highway authority, might have been carried out in exercise of the powers conferred by section 64(**a**) (dual carriageways and roundabouts) or 184(**b**) (vehicle crossings over footways and verges) of the 1980 Act.

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

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

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

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

(a) section 56(**a**) (power to give directions as to timing of street works);

(b) section 56A(**b**) (power to give directions as to placing of apparatus);

(c) section 58(**c**) (restrictions on works following substantial road works);

(d) section 58A(**d**) (restriction on works following substantial street works);

(e) section 73A (power to require undertaker to re-surface street);

(f) section 73B (power to specify timing etc. of re-surfacing);

(g) section 73C (materials, workmanship and standard of re-surfacing);

(h) section 78A (contributions to costs of re-surfacing by undertaker); and

(i) Schedule 3A(**e**) (restriction on works following substantial street works).

(4) The provisions of the 1991 Act mentioned in paragraph (5) (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved, under those provisions apply (with the necessary modifications) in relation to any restriction on the use, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 18 (temporary alteration, diversion, prohibition and restriction of the use of streets) whether or not the restriction on the use, alteration or diversion constitutes street works within the meaning of that Act.

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

(a) section 54(**f**) (advance notice of certain works), subject to paragraph (6);

(b) section 55(**g**) (notice of starting date of works), subject to paragraph (6);

(c) section 57(**h**) (notice of emergency works);

(d) section 59(**i**) (general duty of street authority to co-ordinate works);

(e) section 60(**j**) (general duty of undertakers to co-operate);

(f) section 68(**k**) (facilities to be afforded to street authority);

(g) section 69(**l**) (works likely to affect other apparatus in the street);

(h) section 75(**m**) (inspection fees);

(i) section 76 (liability for cost of temporary traffic regulation); and

(j) section 77 (liability for cost of use of alternative route),

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

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

(**a**) Section 56 was amended by sections 40 and 43 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(**b**) Section 56A was inserted by section 44 of the Traffic Management Act 2004.
(**c**) Section 58 was amended by sections 40 and 51 of, and Schedule 1 to, the Traffic Management Act 2004.
(**d**) Section 58A was inserted by section 52(1) of the Traffic Management Act 2004.
(**e**) Schedule 3A was inserted by section 52(2) of, and Schedule 4 to, the Traffic Management Act 2004.
(**f**) Section 54 was amended by section 49(1) of, and Schedule 1 to, the Traffic Management Act 2004.
(**g**) Section 55 was amended by sections 40(1) and (2), 49(2) and 51(9) of, and Schedule 1 to, the Traffic Management Act 2004.
(**h**) Section 57 was amended by sections 40(1) and (2) and 52(3) of, and Schedule 1 to, the Traffic Management Act 2004.
(**i**) Section 59 was amended by section 42 of the Traffic Management Act 2004.
(**j**) Section 60 was amended by section 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004.
(**k**) Section 68 was amended by section 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004.
(**l**) Section 69 was amended by section 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004.
(**m**) Section 75 was substituted by section 58(2) of the Traffic Management Act 2004.

(7) Nothing in article 14 (construction and maintenance of new, altered or diverted streets and other structures)—

(a) affects the operation of section 87 (prospectively maintainable highways) of the 1991 Act;

(b) means the undertaker is by reason of any duty under that article to maintain a street to be taken to be the street authority in relation to that street for the purposes of Part 3 of that Act; or

(c) has effect in relation to maintenance works which are street works within the meaning of the 1991 Act to which the provisions of Part 3 of the 1991 Act apply.

Construction and maintenance of new, altered or diverted streets and other structures

14.—(1) Subject to paragraph (2) below, any highway (other than a trunk road) to be constructed under this Order must be completed to the reasonable satisfaction of the local highway authority in whose area the highway lies and, unless otherwise agreed in writing with the local highway authority, the highway, including any culverts or other structures laid under it, must be maintained by and at the expense of the local highway authority from its completion.

(2) Unless otherwise agreed in writing with the local highway authority, the culvert constructed under Work No. 50B, must be maintained by and at the expense of the undertaker from its completion.

(3) Where a highway (other than a trunk road) is altered or diverted under this Order, the altered or diverted part of the highway must be completed to the reasonable satisfaction of the local highway authority and, unless otherwise agreed in writing with the local highway authority, that part of the highway, including any culverts or other structures laid under it, must be maintained by and at the expense of the local highway authority from its completion.

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

(5) For the purposes of a defence under paragraph (4), the court must in particular have regard to the following matters—

(a) the character of the street and the traffic which was reasonably to be expected to use it;

(b) the standard of maintenance appropriate for a street of that character and used by such traffic;

(c) the state of repair in which a reasonable person would have expected to find the street;

(d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and

(e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

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

Classification of roads and speed limits, etc.

15.—(1) On the date on which the roads described in Part 1 (trunk roads) of Schedule 3 (classification of roads, etc.) are completed and open for traffic, they are to become trunk roads as

if they had become so by virtue of an order under section 10(2)(**a**) (general provision as to trunk roads) of the 1980 Act specifying that date as the date on which they were to become trunk roads.

(2) On the date on which the roads described in Part 2 (classified A roads) and Part 3 (classified B roads) of Schedule 3 are completed and open for traffic, they are to become classified roads for the purpose of any enactment or instrument which refers to highways classified as classified roads as if such classification had been made under section 12(3) (general provision as to principal and classified roads) of the 1980 Act.

(3) On and after the date on which the roads described in Part 4 (unclassified roads) of Schedule 3 are completed and open for traffic, they are to become unclassified roads for the purpose of any enactment or instrument which refers to roads which are not classified roads.

(4) On such day as the undertaker may determine, the orders specified in column (3) of Part 9 (revocations & variations of existing traffic regulation orders) of Schedule 3 are to be varied or revoked as specified in the corresponding row of column (4) of that Part in respect of the lengths of roads specified in the corresponding row of column (2) of that Part.

(5) Unless otherwise agreed in writing with the local highway authority, the cycle tracks, set out in Part 10 (cycle tracks) of Schedule 3 and identified on the streets, rights of way and access plans are to be constructed by the undertaker in the specified locations and open for use from the date on which the last of the roads described in Parts 1 to 4 of Schedule 3 (classification of roads, etc.) is completed and open for traffic.

(6) On and after the date on which the roads specified in the table in Part 5 (speed limits) of Schedule 3 (classification of roads, etc) are open for traffic—

(a) no person is to drive any motor vehicle at a speed exceeding the limit in miles per hour specified in column (3) of that table along the lengths of road identified in the corresponding row of column (2) of that table;

(b) where the words "national speed limit" appear in column (3) of the table in that Part the national speed limit applies to the length of road described in the corresponding row of column (2) as if it is a dual carriageway and no person is to drive any motor vehicle at a speed exceeding the national speed limit along those lengths of road;

(c) where the words "Removal of restricted road status" appear in column (3) of those tables, those lengths of road will cease to be restricted roads as if, on that date, a direction had been made under section 82(2)(a)(**b**) (what roads are restricted roads) of the 1984 Act.

(7) No speed limit imposed by or under this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(**c**) when used in accordance with regulation 3(5) of those Regulations.

(8) The application of paragraphs (1) to (7) may be varied or revoked by any instrument made under any enactment which provides for the variation or revocation of such matters.

(9) In this article—

"national speed limit" has the same meaning as in Schedule 1 (definitions) of the Traffic Signs Regulations and General Directions 2016(**d**); and

"road" includes the adjacent hard shoulder and verge and any lay by.

Power to alter layout etc. of streets

16.—(1) Subject to paragraph (3), the undertaker may, for the purposes of constructing and maintaining the authorised development, alter the layout of any street within the Order limits and

(**a**) Section 10(2) was amended by section 22(2)(a) of Part 1 of the New Roads and Street Works Act 1991, and by section 1(6) and paragraph 10(2) of Schedule 1 to, the Infrastructure Act 2015.
(**b**) Section 82(2)(a) was amended by paragraph 59(3) of Part 2 of Schedule 8 to the New Roads and Street Works Act 1991.
(**c**) S.I. 2011/935.
(**d**) S.I. 2016/362, amended by S.I. 2017/1011, S.I. 2017/1086, S.I. 2018/161, S.I. 2020/663, S.I. 2021/75, S.I. 2022/111 and S.I. 2023/783.

the layout of any street having a junction with such a street; and, without limitation on the scope of this paragraph, the undertaker may—

(a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track or verge within the street;

(b) alter the level or increase the width of any such kerb, footpath, footway, cycle track or verge;

(c) reduce the width of the carriageway of the street; and

(d) make and maintain passing places.

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

(3) The powers conferred by paragraph (1)—

(a) are exercisable on the giving of not less than 42 days' notice to the street authority; and

(b) are not to be exercised without the consent of the street authority where that authority is a public authority.

(4) If a street authority which receives an application for consent under paragraph (3) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

(5) Any application to which this article applies must include a statement that the provisions of paragraph (4) apply to that application.

(6) Paragraphs (2), (3) and (4) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

Street Works

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

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

(b) tunnel or bore under the street or carry out works to strengthen or repair the carriageway;

(c) remove or use all earth and materials in or under the street;

(d) place and keep apparatus in or under the street;

(e) maintain, renew or alter apparatus in the street or change its position;

(f) demolish, remove, replace and relocate any street furniture;

(g) execute any works to provide or improve sight lines;

(h) execute and maintain any works to provide hard and soft landscaping;

(i) carry out re-lining and placement of road markings;

(j) remove and install temporary and permanent signage; and

(k) execute any works required for, or incidental to, any works referred to in subparagraphs (a) to (j).

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

Temporary alteration, diversion, prohibition and restriction of the use of streets

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

(a) divert the traffic from the street; and

(b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limitation on the scope of paragraph (1), the undertaker may use any street where the use has been temporarily prohibited or restricted under the powers conferred by this article, and which is within the Order limits, as a temporary working site.

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

(4) The undertaker must not temporarily alter, divert, prohibit or restrict the use of any street for which it is not the street authority without the consent of the street authority, which may attach reasonable conditions to any consent but such consent must not be unreasonably withheld or delayed.

(5) Any person who suffers loss by the temporary alteration, diversion, prohibition or restriction of any private right of way under this article is entitled to compensation to be determined, in case of dispute, as if it were a dispute under Part 1 of the 1961 Act.

(6) If a street authority which receives an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

(7) Any application to which this article applies must include a statement that the provisions of paragraph (6) apply to that application.

Permanent stopping up and restriction of use of streets and private means of access

19.—(1) Subject to the provisions of this article, the undertaker may, in connection with the construction of the authorised development, stop up each of the streets, public rights of way and private means of access shown on the streets, rights of way and access plans and specified in columns (1) and (2) of Parts 1, 2, 4 and 6 of Schedule 4 (permanent stopping up of highways and private means of access & provision of new highways and private means of access) to the extent specified and described in column (3) of those Parts of that Schedule.

(2) No street or private means of access specified in columns (1) and (2) of Parts 2 and 4 of Schedule 4 (being a highway or private means of access to be stopped up for which a substitute is to be provided) is to be wholly or partly stopped up under this article unless—

(a) the new street or private means of access to be constructed and substituted for it, which is specified in column (4) of those Parts 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 or private means of access 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 or private means of access until the completion and opening of the new street or private means of access in accordance with sub-paragraph (a).

(3) No street or private means of access specified in columns (1) and (2) of Parts 1 and 6 of Schedule 4 (being a highway or private means of access to be stopped up for which no substitute is to be provided) is to 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 or private means of access 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 or private means of access concerned; or

(c) there is a reasonably convenient access to the land otherwise than from the street or private means of access concerned; or

(d) the owners and occupiers of the land have agreed to the stopping up.

(5) Where a street or private means of access has been stopped up under this article—

(a) all rights of way over or along the street or private means of access so stopped up are extinguished; and

(b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the street or private means of access 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 is entitled to compensation to be determined, in case of dispute, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) This article is subject to article 42 (apparatus and rights of statutory undertakers in stopped up streets).

(8) The new private means of access which may be provided under this Order are described in Part 5 of Schedule 4.

Access to works

20. The undertaker may, for the purposes of the authorised development, form and lay out means of access, or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

Clearways, prohibitions and restrictions

21.—(1) Except as provided in paragraph (4), on and after such day as the undertaker may determine, no person is to cause or permit any vehicle to stop on any part of the lengths of road described in column (2) of Part 6 (traffic regulation measures (clearways)) of Schedule 3 (classification of roads, etc.) and identified on the traffic regulation measures plans where it is identified in the corresponding row of column (3) of that Part that such lengths of road are to become a clearway, or that the stopping of vehicles is otherwise prohibited, except upon the direction of, or with the permission of, a uniformed constable or uniformed traffic officer.

(2) Except as provided in paragraphs (4) to (6), on and after such a day as the undertaker may determine, no person is to cause or permit any vehicle to wait on any part of the length of road described in column (2) of Part 7 (traffic regulation measures (waiting restrictions)) of Schedule 3 (classification of roads, etc.) and identified on the traffic regulation measures plans during the periods specified in column (3) of that Part, except upon the direction of, or with the permission of, a uniformed constable or civil enforcement officer.

(3) Except as provided in paragraph (8) on and after such day as the undertaker may determine, no person is to proceed or cause or permit any vehicle to enter a road specified in column (2) of Part 8 (traffic regulation measures (no entry)) of Schedule 3 (classification of roads, etc.) and identified on the traffic regulation measures plans from the road which is identified in column (3) of that Part where it is identified in the corresponding row of column (4) of that Part that there is a prohibition on such entry except upon the direction of, or with the permission of, a uniformed constable or uniformed traffic officer.

(4) Nothing in paragraphs (1) and (2) applies—

(a) to render it unlawful to cause or permit a vehicle to stop or wait on any part of a road, for so long as may be necessary to enable that vehicle to be used in connection with—

(i) the removal of any obstruction to traffic;

(ii) the maintenance, improvement, reconstruction or operation of the road;

(iii) the laying, erection, inspection, maintenance, alteration, repair, renewal or removal in or near the road of any sewer, main pipe, conduit, wire, cable, or other apparatus for the supply of gas, water, electricity or any electronic communications apparatus as defined in Schedule 3A (the electronic communications code) to the Communications Act 2003(**a**); or

(**a**) 2003 c. 21. Schedule 3A was inserted by section 4(2) of, and Schedule 1 to, the Digital Economy Act 2017 (c. 30).

(iv) any building operation or demolition;

(b) in relation to a vehicle being used—

(i) for police, ambulance, fire and rescue authority or traffic officer purposes;

(ii) in the service of a local authority, safety camera partnership or Driver and Vehicle Standards Agency in pursuance of statutory powers or duties;

(iii) in the service of a water or sewerage undertaker within the meaning of the Water Industry Act 1991(**a**); or

(iv) by a universal service provider for the purposes of providing a universal postal service as defined by the Postal Services (Universal Postal Service) Order 2012(**b**); or

(c) in relation to a vehicle stopping or waiting when the person in control of it is—

(i) required by law to stop;

(ii) obliged to stop in order to avoid an accident; or

(iii) prevented from proceeding by circumstances outside the person's control.

(5) Nothing in paragraph (2) applies in relation to a vehicle waiting—

(a) to enable a person to board or alight from the vehicle;

(b) while any gate or other barrier at the entrance to premises to or from which the vehicle requires access, or from which it has emerged, is opened or closed, if it is not reasonably practicable for the vehicle to wait otherwise;

(c) to enable goods to be loaded or unloaded to or from the vehicle;

(d) where a disabled person's badge and a parking disc are displayed in the relevant position, and the driver or the person in charge of the vehicle has marked the time at which the period of waiting began, for a period not exceeding three hours (not being a period separated by an interval of less than one hour from a previous period of waiting by the same vehicle in the same road) but only if that vehicle has been or is about to be driven or used by the person to whom the badge has been issued or, as the case may be, used for the carrying of a disabled person as a passenger (except where the prohibition of waiting does not relate to "no waiting except taxis, ambulances or police vehicles");

(e) where the traffic authority for the road has given permission by means of a dispensation issued under paragraph (6) to be displayed in the front or nearside of the vehicle and which includes information to enable the driver to be contacted in an emergency and provided the vehicle is not causing an obstruction by doing so, and that the vehicle can be moved if the driver is requested to do so by a uniformed constable or a civil enforcement officer;

(f) where the vehicle is being used in connection with essential work at adjacent premises for the purpose of undertaking emergency glazing repair to those premises; or

(g) where the vehicle is being loaded or unloaded while it is in actual use in connection with the removal of furniture from one office or house to another, or the removal of furniture from such premises to a depository, or such premises from a depository, if it is not practicable to be used for such purpose in any other road.

(6) Upon written application on a form issued by and obtainable from the traffic authority any person duly authorised by the traffic authority may issue a dispensation to exempt that vehicle from a prohibition of waiting on any part of the roads described in paragraph (2).

(7) No person is to cause or permit any vehicle to wait on any part of the lengths of roads described in paragraph (2) for the purposes of selling, or dispensing of, goods from that vehicle, unless the goods are immediately delivered at, or taken into, premises adjacent to the land on which the vehicle stood when the goods were sold or dispensed.

(**a**) 1991 c. 56.
(**b**) S.I. 2012/936, amended by S.I. 2013/3108 and S.I. 2015/643.

(8) Nothing in paragraph (3) applies to render it unlawful to cause or permit a vehicle to enter a road in contravention of that paragraph, if it is necessary to do so to enable that vehicle to be used in connection with—

(a) the removal of any obstruction to traffic; or

(b) the maintenance, improvement, reconstruction or operation of the road in question.

(9) Paragraphs (1) to (8) have effect as if made by order under the 1984 Act, and their application may be varied or revoked by an order made under that Act or any other enactment which provides for the variation or revocation of such orders.

(10) In this article—

"civil enforcement officer" means an individual employed as a civil enforcement officer under section 76 (civil enforcement officers) of the 2004 Act;

"disabled person's badge" and "parking disc" have the same meaning as in regulations 3(1) and 8(5) of the Local Authorities' Traffic Orders (Exemptions for Disabled Persons) (England) Regulations 2000(**a**);

"in the relevant position"—

(a) in respect of a disabled person's badge or parking ticket, means—

(i) the badge or parking ticket is exhibited on the dashboard or facia of the vehicle; or

(ii) where the vehicle is not fitted with a dashboard or facia, the badge or parking ticket is exhibited in a conspicuous position on the vehicle,

so that the front of the badge or parking ticket is clearly legible from the outside of the vehicle;

(b) in respect of a disabled person's parking disc, means—

(i) the parking disc is exhibited on the dashboard or facia of the vehicle; or

(ii) where the vehicle does not have a dashboard or facia, the parking disc is exhibited in a conspicuous position on the front near side of the vehicle,

so that when marked to show the quarter hour period during which a period of waiting began, that period is clearly legible from the outside of the vehicle; and

"traffic officer" means an individual designated under section 2 (designation of traffic officers) of the 2004 Act.

Traffic Regulation

22.—(1) This article applies to roads in respect of which the undertaker is not the traffic authority.

(2) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld, the undertaker may, for the purposes of the authorised development—

(a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;

(b) permit, prohibit or restrict the stopping, waiting, loading or unloading of vehicles on any road;

(c) authorise the use as a parking place of any road;

(d) make provision as to the direction or priority of vehicular traffic on any road; and

(e) permit or prohibit vehicles, or vehicles of any class, or pedestrians access to any road,

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

(**a**) S.I. 2000/683.

(3) The power conferred by paragraph (2) may be exercised at any time prior to the expiry of 12 months from the opening of the authorised development for public use but subject to paragraph (7) any prohibition, restriction or other provision made under paragraph (2) may have effect both before and after the expiry of that period.

(4) The undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated before complying with the provisions of paragraph (5).

(5) The undertaker must not exercise the powers conferred by paragraph (2) unless the undertaker has—

(a) given not less than—

(i) 12 weeks' notice in writing of the undertaker's intention so to do in the case of a prohibition restriction or other provision intended to have effect permanently; or

(ii) 4 weeks' notice in writing of the undertaker's intention so to do in the case of a prohibition, restriction or other provision intended to have effect temporarily,

to the chief officer of police and to the traffic authority in whose area the road is situated; and

(b) advertised its intention in such manner as the traffic authority may specify in writing within 28 days of its receipt of notice of the undertaker's intention in the case of subparagraph (a)(i) or within 7 days of its receipt of notice of the undertaker's intention in the case of subparagraph (a)(ii).

(6) Any prohibition, restriction or other provision made by the undertaker under paragraph (2)—

(a) has effect as if duly made by, as the case may be—

(i) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or

(ii) the local authority in whose area the road is situated, as an order under section 32 (power of local authorities to provide parking places) of the 1984 Act(**a**),

and the instrument by which it is effected may specify savings and exemptions to which the prohibition restriction or other provision is subject; and

(b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the 2004 Act.

(7) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (2) within a period of 24 months from the opening of the authorised development.

(8) Before exercising the powers conferred by paragraph (2) the undertaker must consult such persons as the undertaker considers necessary and appropriate and must take into consideration any representations made to the undertaker by any such person.

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

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

(11) If the traffic authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (2) the traffic authority is deemed to have granted consent.

(12) Any application to which this article applies must include a statement that the provisions of paragraph (1) apply to that application.

(**a**) Section 32 was amended by section 102(2) of, and Schedule 17 to, the Local Government Act 1985 (c. 51), and paragraph 39 of Part 2 of Schedule 8 to the New Roads and Street Works Act 1991.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

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

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

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

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

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain under this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

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

(7) Any application to which this article applies must include a statement that the provisions of paragraph (6) apply to that application.

(8) Nothing in this article overrides the requirement for an environmental permit under regulation 12 (requirement for an environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(**b**).

(9) In this article—

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

(b) other expressions used both in this article and in the Water Resources Act 1991(**c**) have the same meaning as in that Act.

(10) In relation to any works executed under this Order, section 66 (powers to make byelaws) of the Land Drainage Act 1991(**d**) is modified so that it has effect as if after subsection (9) there were inserted—

"(10) Where an application is made to an internal drainage board for its consent under a byelaw made under this section—

(**a**) 1991 c. 56. Section 106 was amended by section 35(1) and (8), 43(2) and 56(7) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43), sections 36(2) and 99 of the Water Act 2003 (c. 37) and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c. 29).

(**b**) S.I. 2016/1154, amended by S.I. 2018/110.

(**c**) 1991 c. 57.

(**d**) 1991 c. 23. Section 66 was amended by paragraph 38 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29), paragraphs 14(2) and 14(3) of Schedule 2 to the Local Government Byelaws (Wales) Act 2012 (anaw 2), and section 86(3) of Part 5 to the Water Act 2014 (c. 21).

(a) the consent is not to be unreasonably withheld; and

(b) if the internal drainage board fails within 28 days after receipt of the application to notify the application in writing of their determination, the internal drainage board is deemed to have consented to the application.".

(11) Any application to which subsection (10) applies must include a statement that the provisions of that subsection apply to that application.

Protective work to buildings

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

(2) Protective works may be carried out—

(a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised development; or

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

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

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

(a) enter the building and any land within its curtilage; and

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

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to a building;

(b) a right under paragraph (3) to enter a building and land within its curtilage;

(c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or

(d) a right under paragraph (4)(b) to enter land,

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

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 56 (arbitration).

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

(8) Where—

(a) protective works are carried out under this article to a building; and

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

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

(9) Without affecting article 34 (no double recovery) nothing in this article relieves the undertaker from any liability to pay compensation under section 152(**a**) (compensation in case where no right to claim in nuisance) of the 2008 Act.

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

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

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

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

(b) any works the purpose of which is to remedy any damage which has been caused to the building by the carrying out, maintenance or use of the authorised development.

Authority to survey and investigate the land

25.—(1) The undertaker may for the purposes of the construction, operation or maintenance of the authorised development enter on any land shown within the Order limits and, where reasonably necessary, any land which is adjacent to, but outside the Order limits, and—

(a) survey or investigate the land (including any watercourses, groundwater, static water bodies or vegetation on the land);

(b) without limitation on the scope of sub-paragraph (a), make any excavations or trial holes and boreholes and other investigations in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil and groundwater and remove soil and water samples and discharge water from sampling operations on to the land;

(c) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including making excavations or trial holes on the land for such purposes; and

(d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making trial holes and boreholes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

(a) must, if so required, before or after entering the land, produce written evidence of their authority to do so; and

(b) may take into the land such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes and boreholes.

(4) No trial holes are to be made under this article—

(**a**) Section 152 was amended by S.I. 2009/1307.
(**b**) Section 13 was amended by sections 139 and 148 of, and paragraph 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
(**c**) Section 125 was amended by section 216(3) of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

(a) in land located within the highway boundary without the consent of the local highway authority; or

(b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

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

(6) The notice required under paragraph (2) must indicate the nature of the survey or investigation that the undertaker intends to carry out.

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

(8) If either a local highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

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

(b) under paragraph (4)(b) in the case of a street authority,

that authority is deemed to have granted consent.

(9) Any application to which this article applies must include a statement that the provisions of paragraph (8) apply to that application.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

26.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised development, or to facilitate it, or is incidental to it.

(2) This article is subject to articles 29(3) (compulsory acquisition of rights and imposition of restrictive covenants) and 39(9) (temporary use of land for carrying out the authorised development) and article 51 (crown rights).

Compulsory acquisition of land – incorporation of the mineral code

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

(a) paragraph 8(3) is not incorporated;

(b) for "the acquiring authority" substitute "the undertaker"; and

(c) for "undertaking" substitute "authorised development".

Time limit for exercise of authority to acquire land compulsorily

28.—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

(**a**) 1981 c. 67.

(a) no notice to treat is to be served under Part 1 of the 1965 Act as modified by article 35 (modification of Part 1 of the 1965 Act); and

(b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act(**a**) as applied by article 36 (application of the 1981 Act).

(2) The authority conferred by article 39 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker from remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights and imposition of restrictive covenants

29.—(1) Subject to the following paragraphs of this article, the undertaker may acquire such rights over the Order land or impose restrictive covenants affecting the Order land, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person as may be required for any purpose for which that land may be acquired under article 26 (compulsory acquisition of land), by creating them as well as acquiring rights already in existence.

(2) This article is subject to paragraph (9) of article 39 (temporary use of land for carrying out the authorised development) and article 51 (crown rights).

(3) In the case of the Order land specified in column (1) of Schedule 5 (land in which only new rights and restrictive covenants etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such wayleaves, easements, new rights in the land or the imposition of restrictive covenants as may be required for the purposes specified in relation to that land in column (2) of that Schedule and relating to that part of the authorised development specified in column (3) of that Schedule.

(4) The power under paragraph (1) to acquire the rights and to impose the restrictive covenants described in Schedule 5 for the benefit of statutory undertakers or for the benefit of any other person—

(a) does not preclude the acquisition of such other rights and the imposition of such other restrictive covenants in respect of the same land in accordance with Schedule 5 as may be required for the benefit of any other statutory undertaker or any other person; and

(b) must not be exercised by the undertaker in a way that precludes the acquisition of such other rights and the imposition of such other restrictive covenants in respect of the same land in accordance with Schedule 5 as are required for the benefit of any other statutory undertaker or any other person.

(5) Subject to section 8(**b**) (other provisions as to divided land) of, and Schedule 2A(**c**) (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 5(8) of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants)), where the undertaker acquires a right over land or the benefit of a restrictive covenant, affecting land under paragraph (1) or (3), the undertaker is not required to acquire a greater interest in that land.

(6) Schedule 6 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

Private rights over land

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

(**a**) Section 4 was amended by section 184 and 185 of, and paragraph 2 of Part 1 of Schedule 18 to, the Housing and Planning Act 2016.
(**b**) Section 8 was amended by paragraphs 1 and 2 of Schedule 17 to the Housing and Planning Act 2016 and by S.I. 2009/1307.
(**c**) Schedule 2A was inserted by paragraphs 1 and 3 of Part 1 of Schedule 17 to the Housing and Planning Act 2016.

(a) the date of acquisition of the land by the undertaker whether compulsorily or by agreement; or

(b) the date of entry on the land by the undertaker under section 11(1)(**a**) (powers of entry) of the 1965 Act,

whichever is the earlier.

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

(a) from the date of the acquisition of the right or the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or

(b) on the date of entry on the land by the undertaker under section 11(1) (powers of entry) of the 1965 Act,

whichever is earlier.

(3) Subject to the provisions of this article, all private rights over land owned by the undertaker that are within the Order limits are extinguished when any material operation comprised in the authorised development interferes with or breaches those rights.

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

(5) Any person who suffers loss by the extinguishment or suspension of any private right under this article is entitled to compensation in accordance with the terms of section 152(**b**) (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) This article does not apply in relation to any right to which section 138(**c**) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 41 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of the rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of it;

(iii) the undertaker's entry onto it; or

(iv) the undertaker's taking temporary possession of it,

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

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

(8) If any such agreement is referred to in paragraph (7)(b)—

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

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

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(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981; section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1); sections 186(1) and (2), 187 and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016; and S.I. 2009/1307.

(**b**) Section 152 was amended by S.I. 2009/1307.

(**c**) Section 138 was amended by section 23(1) and (4) of the Growth and Infrastructure Act 2013 (c. 27) and S.I. 2017/1285.

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

(9) References in this article to private rights over land include any trust, incident, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

Power to override easements and other rights

31.—(1) Any authorised activity which takes place on land within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to the user of land arising by virtue of a contract.

(2) The interests and rights to which this article applies include any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by the virtue of a contract.

(3) Where an interest, right or restriction is overridden by paragraph (1), compensation—

(a) is payable under section 7 (measure of compensation in case of severance) or 10(**a**) (further provision as to compensation for injurious affection) of the 1965 Act; and

(b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—

(i) the compensation is to be estimated in connection with a purchase under that Act; or

(ii) the injury arises from the execution of works on or use of land acquired under that Act.

(4) Where a person deriving title under the undertaker by whom the land in question was acquired—

(a) is liable to pay compensation by virtue of paragraph (3); and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(5) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1) of this article.

(6) In this article "authorised activity" means—

(a) the erection, construction or maintenance of any part of the authorised development;

(b) the exercise of any power authorised by this Order; or

(c) the use of any land (including the temporary use of land).

Disregard of certain interests and improvements

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

(a) any interest in land; or

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

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(**a**) Section 10 was amended by section 4 of, and paragraph 13(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2009/1307.

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

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

Set-off for enhancement in value of retained land

33.—(1) In assessing the compensation payable to any person in respect of the acquisition from that person under this Order of any land (including the subsoil) the tribunal must set off against the value of the land so acquired any increase in value of any contiguous or adjacent land belonging to that person in the same capacity which will accrue to that person by reason of the construction of the authorised development.

(2) In assessing the compensation payable to any person in respect of the acquisition from that person of any new rights over land (including the subsoil) under article 29 (compulsory acquisition of rights and imposition of restrictive covenants), the tribunal must set off against the value of the rights so acquired—

(a) any increase in the value of the land over which the new rights are required; and

(b) any increase in value of any contiguous or adjacent land belonging to that person in the same capacity,

which will accrue to that person by reason of the construction of the authorised development.

(3) The 1961 Act has effect, subject to paragraphs (1) and (2) as if this Order were a local enactment for the purposes of that Act.

No double recovery

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

Modification of Part 1 of the 1965 Act

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

(2) In section 4A(1)(**b**) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (grounds for application to High Court), the three year period mentioned in section 4" substitute "section 118(**c**) (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008), the five year period mentioned in article 28 (time limit for exercise of authority to acquire land compulsorily) of the A46 Newark Bypass Development Consent Order 2025".

(3) In section 11A(**d**) (powers of entry: further notices of entry)—

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

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

(**a**) Section 125 was amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016.
(**b**) Section 4A was inserted by section 202(1) of the Housing and Planning Act 2016 and subsection (1) was amended by section 185(2)(b) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**c**) Section 118 was amended by paragraphs 1 and 59(2) of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011 and section 92(4) of the Criminal Justice and Courts Act 2015 (c. 2).
(**d**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.

(4) In section 22(2) (interests omitted from purchase), for "section 4 of this Act" substitute "article 28 (time limit for exercise of authority to acquire land compulsorily) of the A46 Newark Bypass Development Consent Order 2025".

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

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

"(2) But see article 37 (acquisition of subsoil or airspace only) on the A46 Newark Bypass Development Consent Order 2025, which excludes the acquisition of subsoil or airspace only from this Schedule;" and

(b) after paragraph 29, insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 24 (protective work to buildings), article 39 (temporary use of land for carrying out the authorised development) or article 40 (temporary use of land for maintaining the authorised development) of the A46 Newark Bypass Development Consent Order 2025.".

Application of the 1981 Act

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

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

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

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

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

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

(6) In section 5B(**c**) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (grounds for application to High Court), the three year period mentioned in section 5A" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008, the five year period mentioned in article 28 (time limit for exercise of authority to acquire land compulsorily) of the A46 Newark Bypass Development Consent Order 2025".

(7) In section (6)(**d**) (notices after execution of declaration), in subsection (1)(b), for "section 15 of, or paragraph 6 of Schedule 2 to, the Acquisition of Land Act 1981" substitute "section 134(**e**) (notice of authorisation of compulsory acquisition) of the Planning Act 2008".

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

(9) In Section 11 (recovery of compensation overpaid) for subsection (1) substitute—

(**a**) Section 5 was amended by paragraphs 4 and 6 of Schedule 15 to the Housing and Planning Act 2016.
(**b**) Section 5A was inserted by section 182(2) of Part 7 to the Housing and Planning Act 2016 and amended by section 185(3)(a) of the Levelling-up and Regeneration Act 2023.
(**c**) Section 5B was inserted by section 202(2) of Part 7 to the Housing and Planning Act 2016 and amended by section 185(3)(b) of the Levelling-up and Regeneration Act 2023.
(**d**) Section 6 was amended by section 4 of, and paragraph 52(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and paragraph 7 of Schedule 15 to the Housing and Planning Act 2016.
(**e**) Section 134 was amended by section 142 of, and Part 21 of Schedule 25 to, the Localism Act 2011 and S.I. 2017/16.
(**f**) Section 7(1) was substituted by paragraphs 1 and 3 of Schedule 18 to the Housing and Planning Act 2016 and amended by section 186(2) of the Levelling-up and Regeneration Act 2023.

"(1) This section applies where after the execution of a general vesting declaration a person ("the claimant") claims compensation in respect of the Acquisition of an interest in land by virtue of the declaration and the acquiring authority pay compensation in respect of that interest."

(10) In Schedule A1(**a**) (counter-notice requiring purchase of and not in general vesting declaration) for paragraph 1(2) substitute—

"(2) But see article 37(3) (acquisition of subsoil or airspace only) of the A46 Newark Bypass Development Consent Order 2025, which excludes the acquisition of subsoil or airspace only from this Schedule.".

(11) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125(**b**) (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 35 (modification of Part 1 of the 1965 Act)) to the compulsory acquisition of land under this Order.

Acquisition of subsoil or airspace only

37.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in article 26(1) (compulsory acquisition of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

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

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

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 35 (modification of Part 1 of the 1965 Act)) of this Order;

(b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

(c) section 153 (4A)(**c**) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

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

Rights under or over streets

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

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

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

(a) any subway or underground building; or

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

(**a**) Schedule A1 was inserted by paragraph 6 of Part 1 of Schedule 18 to the Housing and Planning Act 2016.
(**b**) Section 125 was amended by section 216(3) of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016.
(**c**) Section 153(4A) was inserted by section 200(1) and (2) of the Housing and Planning Act 2016.

(4) Subject to paragraph (5), any person who is an owner or occupier of land in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, as if it were a dispute under Part 1 of the 1961 Act.

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

Temporary use of land for carrying out the authorised development

39.—(1) The undertaker may, in connection with the carrying out of the authorised development, but subject to article 28 (time limit for exercise of authority to acquire land compulsorily)—

(a) enter on and take possession of—

(i) the land specified in column (1) of Schedule 7 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and

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

(b) remove any electric line, electrical plant, structures, apparatus, buildings and vegetation from that land;

(c) construct temporary works (including the provision of means of access) and buildings or structures on that land; and

(d) construct any works on that land as are mentioned in Schedule 1 (authorised development).

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

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

(a) in the case of land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (3) of Schedule 7 (land of which temporary possession may be taken); or

(b) in the case of any land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

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

(a) replace a building removed under this article;

(b) restore the land on which any permanent works have been constructed under paragraph (1)(d);

(c) remove any ground strengthening works which have been placed on the land to facilitate construction of the authorised development;

(d) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development;

(e) remove or reposition any apparatus installed for or belonging to statutory undertakers;

(f) remove or reposition any necessary mitigation or accommodation works; or

(g) remove any temporary works where this has been agreed with the owners of the land.

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

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

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

(8) Subject to article 34 (no double recovery), nothing in this article affects any liability to pay compensation under section 152(**a**) (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(9) The undertaker may not compulsorily acquire under this Order any land or rights in respect of the land referred to in paragraph (1)(a)(i) except that the undertaker is not to be precluded from acquiring any part of the subsoil of or airspace over (or rights in the subsoil of or airspace over) that land under article 37 (acquisition of subsoil or airspace only).

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

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

(12) Paragraph (1)(a)(ii) does not authorise the undertaker to take temporary possession of any land which the undertaker is not authorised to acquire under article 26 (compulsory acquisition of land) or article 29 (compulsory acquisition of rights and imposition of restrictive covenants).

Temporary use of land for maintaining the authorised development

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

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

(b) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and

(c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

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

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(**a**) Section 152 was amended by S.I. 2009/1307.

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

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

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

(a) the authorised development or any of its parts;

(b) the public; or

(c) the surrounding environment,

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

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

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

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

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

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

(10) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (8).

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

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

(13) In this article "the maintenance period", in relation to any part of the authorised development, means the period of 5 years beginning with the date on which that part of the authorised development is first opened for use.

Statutory undertakers

41.—(1) Subject to the provisions of article 29(5) (compulsory acquisition of rights and imposition of restrictive covenants), Schedule 9 (protective provisions) and paragraph (2), the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, any Order land belonging to statutory undertakers; and

(b) extinguish the rights of, or remove or reposition the apparatus belonging to, statutory undertakers over or within the Order land.

(2) Paragraph (1)(b) has no effect in relation to apparatus in respect of which the following provisions apply—

(a) Part 3 (street works in England and Wales) of the 1991 Act; and

(b) article 42(2) (apparatus and rights of statutory undertakers in stopped up streets).

Apparatus and rights of statutory undertakers in stopped up streets

42.—(1) Where a street is stopped up under article 19 (permanent stopping up and restriction of use of streets and private means of access), any statutory utility whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 19 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 must—

(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 must 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) is to be reduced by the amount of that excess.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

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

(6) An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the 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) do not apply where the authorised development 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 are to be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and

(b) the allowable costs are to be borne by the undertaker and the statutory utility in such proportions as may be prescribed by any such regulations.

(8) In this article—

"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)(**a**) (interpretation of chapter 1) of the Communications Act 2003.

Recovery of costs of new connections

43.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 41 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 40 (temporary use of land for maintaining the authorised development), any person who is—

(a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which article 42 (apparatus and rights of statutory undertakers in stopped up streets) or Part 3 of the 1991 Act applies.

(4) In this paragraph—

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

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

Public rights of way

44.—(1) The public rights of way identified in columns (1) to (3) of Parts 1 and 2 of Schedule 4 (being highways to be stopped up) and shown on the streets, rights of way and access plans, are extinguished on the date of the expiry of the notice given under paragraph (2).

(2) The undertaker must erect a site notice at each end of each of the rights of way to be extinguished in accordance with paragraph (1) no less than 28 days prior to the extinguishment of the right of way in question.

(3) The notice to be erected under paragraph (2) must include—

(a) details of the public rights of way to be extinguished;

(b) the date on which the extinguishment will take effect;

(c) details of any public rights of way being provided in substitution; and

(d) details of the places where a copy of this Order and the documents listed in Schedule 10 (documents to be certified) may be inspected.

(4) The lengths of highway which may be provided under this Order are described in Part 3 of Schedule 4.

(**a**) 2003 c. 21. Section 151 was amended by S.I. 2011/1210.

PART 6

OPERATIONS

Felling or lopping of trees and removal of hedgerows

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

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

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

(2) In carrying out any activity authorised by paragraph (1) or (4) the undertaker must—

(a) do no unnecessary damage to any tree or shrub;

(b) pay compensation to any person for any loss or damage arising from such activity; and

(c) take steps to avoid a breach of the provisions of the Wildlife and Countryside Act 1981(**a**) and the Conservation of Habitats and Species Regulations 2017(**b**) or any successor acts and regulations.

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

(4) The undertaker may, for the purposes of carrying out the authorised development but subject to paragraph (2)—

(a) remove any hedgerow described in Part 1 (removal of hedgerows) of Schedule 8 (hedgerows and trees); and

(b) subject to consultation with the relevant planning authority, remove any hedgerow within the Order limits that may be identified and that is not otherwise set out within Part 1 of Schedule 8.

(5) In this article "hedgerow" includes a hedgerow to which the Hedgerows Regulations 1997(**c**) apply and includes important hedgerows.

Trees subject to tree preservation orders, etc.

46.—(1) The undertaker may fell or lop any tree described in Part 2 (trees subject to tree preservation orders) of Schedule 8, cut back its roots or undertake such other works as the undertaker reasonably believes to be necessary to prevent the tree or shrub—

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

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

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

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

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(**a**) 1981 c. 69.

(**b**) S.I. 2017/1012, amended by section 111(6) of the Environment Act 2021 (c. 30), Schedule 15 of the Levelling-up and Regeneration Act 2023, S.I. 2018/1307, S.I. 2019/295, S.I. 2019/579, S.I. 2019/1354, S.I. 2020/94, S.I. 2021/77, S.I. 2022/858, S.I. 2024/924 and S.I. 2025/412.

(**c**) S.I. 1997/1160, amended by S.I. 2003/2155, S.I. 2009/1307, S.I. 2013/755, S.I. 2015/377 and S.I. 2015/1997.

(b) the duty contained in section 206(1)(**a**) (replacement of trees) of the 1990 Act is not to apply although where possible the undertaker is to seek to replace any trees which are removed.

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

(4) The powers conferred by paragraph (1) may be exercised in relation to any tree or shrub that is situated within a conservation area designated under section 69(**b**) (designation of conservation areas) of the Planning (Listed Buildings and Conservation Areas) Act 1990.

(5) Action may not be taken under paragraph (4) unless the undertaker has given written notice to the relevant planning authority of the intended action (with sufficient particulars to identify the tree), and either—

(a) the relevant planning authority has indicated in writing that it has no objection to the works or that they fall within an exemption in paragraph (6), or

(b) six weeks have elapsed from the date of the notice and a tree preservation order has not been made in respect of the tree or shrub.

(6) Paragraph (4) does not apply—

(a) where consent would not be needed for the proposed action if the tree or shrub were subject to a tree preservation order; or

(b) to any action which would be exempt in accordance with regulations under section 212(**c**) (power to disapply s. 211) of the 1990 Act.

(7) The duty contained in section 213(1)(**d**) (enforcement of controls as respects trees in conservation areas) of the 1990 Act does not apply to the undertaker in carrying out any activity authorised by paragraphs (4) and (5).

(8) The authority given by paragraphs (4) and (5) constitutes an authorisation by an order granting development consent for the purposes of section 211(1A)(**e**) of the 1990 Act.

(9) In carrying out any activity authorised by this article, the undertaker must not unnecessarily damage any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(10) Any dispute as to a person's entitlement to compensation under this article, or as to the amount of compensation, is to be determined as if it were a dispute under Part 1 (of the 1961 Act.

PART 7

MISCELLANEOUS AND GENERAL

Application of landlord and tenant law

47.—(1) This article applies to—

(a) any agreement for lease to any person the whole or any part of the authorised development or the right to operate the same; and

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

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

(**a**) Section 206(1) was amended by paragraph 11 of Schedule 8 to the Planning Act 2008.
(**b**) 1990 c. 9.
(**c**) Section 212 was amended by paragraph 15 of Schedule 8 and Schedule 13 to the Planning Act 2008.
(**d**) Section 213 was amended by paragraph 16 of Schedule 8 to the Planning Act 2008.
(**e**) Section 211(1A) was inserted by paragraph 36(2) of Schedule 2 to the Planning Act 2008.

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

(3) No such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Operational land for purposes of the 1990 Act

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

Defence to proceedings in respect of statutory nuisance

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

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites), of the Control of Pollution Act 1974(**d**); or

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

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

(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 of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

Removal of human remains

50.—(1) In this article, "the specified land" means any land within the Order limits.

(**a**) 1990 c. 43. There are amendments to this section 82(1) which are not relevant to this Order.

(**b**) Section 79(1) was amended by section 2(1) and (2) of the Noise and Statutory Nuisance Act 1993 (c. 40); sections 107 and 120(1) of, and paragraph 2(1) of Schedule 17 and paragraph 89 of Schedule 22 to, the Environment Act 1995 (c. 25); and section 102(1) and (2) of the Clean Neighbourhoods and Environment Act 2005 (c. 16).

(**c**) Section 82(2) was amended by section 5(2) of the Noise and Statutory Nuisance Act 1993.

(**d**) 1974 c. 40. Section 61 was amended by section 133(2) of, and Schedule 7 to, the Building Act 1984 (c. 55); section 162(1) of, and paragraph 15(1) and (3) of Schedule 15 to, the Environmental Protection Act 1990; and section 120(3) of, and Schedule 24 to, the Environment Act 1995. There are other amendments to section 61 that are not relevant to this Order.

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

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

(a) publishing a notice for two successive weeks in a newspaper circulating in the area of the authorised development; and

(b) displaying a notice in a conspicuous place on or near to the specified land.

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

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

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

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

(b) removed to, and cremated in, any crematorium,

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

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

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

(9) If—

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

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

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

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

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

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

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

(a) a certificate of re-interment or cremation is to be sent 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) must be sent by the undertaker to the relevant planning authority.

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

(a) that the remains were interred more than 100 years ago; and

(b) that no relative or personal representative of the deceased is likely to object to the remains being removed in accordance with this article.

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

(a) may remove the remains;

(b) must apply for direction from the Secretary of State under paragraph (14) as to their subsequent treatment; and

(c) must deal with the remains in such manner, and subject to such conditions, as the Secretary of State directs.

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

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

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

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

(a) in relation to land, other than a right over land, acquired for the purposes of the authorised development (whether or not by agreement), so as to permit use by the undertaker in accordance with the provisions of this Order; and

(b) in relation to a right over land so acquired (whether or not by agreement), or the temporary use of land pursuant to articles 40 (temporary use of land for carrying out the authorised development) or 41 (temporary use of land for maintaining the authorised development), so as to permit the exercise of that right or the temporary use by the undertaker in accordance with the provisions of this Order,

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

(18) In this article—

(a) references to a relative of the deceased are to a person who is a—

(i) husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or

(ii) child of a brother, sister, uncle or aunt of the deceased; and

(b) references to a personal representative of the deceased are to a person or persons who is the lawful executor of the estate of the deceased or is the lawful administrator of the estate of the deceased.

(**a**) 1857 c. 81. Section 25 was substituted by section 2 of the Church of England (Miscellaneous Provisions) Measure 2014 (No. 1).

(**b**) Section 239 was amended by section 87(6) of the National Health Service Act 1977 (c. 49), section 5 of, and paragraphs 13 and 14 of Schedule 3 to, the Planning (Consequential Provisions) Act 1990 (c. 11).

Crown Rights

51.—(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 to take, use, enter upon or in any manner interfere with any land or rights of any description—

(a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;

(b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or

(c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

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

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

Use of private roads for construction

52.—(1) The undertaker may use any private road within the Order limits for the passage of persons or vehicles (with or without materials, plant and machinery) for the purposes of, or in connection with, the construction of the authorised development.

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

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

Protective provisions

53. Schedule 9 (protective provisions) has effect.

Certification of documents, etc.

54.—(1) As soon as practicable after the making of this Order, the undertaker must submit copies of each of the plans and documents set out in Schedule 10 (documents to be certified) to the Secretary of State for certification as true copies of those plans and documents.

(2) Where any plan or document set out in Schedule 10 requires an amendment to reflect the terms of the Secretary of State's decision to make this Order, that plan or document in the form amended to the Secretary of State's satisfaction is the version of the plan or document required to be certified under paragraph (1).

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

Service of notices

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

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

(c) with the consent of the recipient and subject to paragraphs (5) to (8) by electronic transmission.

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

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

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at the time of service.

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

(a) addressing it to that person by name or by the description of "owner", or as the case may be "occupier", of the land (describing it); and

(b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

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

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

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

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

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

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

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

(**a**) 1978 c. 30.

Arbitration

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

(2) This article does not apply to any matter for which the consent or approval of the Secretary of State is required under any provision of this Order.

Temporary suspension of navigation in connection with the authorised development

57.—(1) The undertaker may, subject to Part 5 (for the protection of the Canal & River Trust) of Schedule 9, in connection with the construction and operation of the authorised development, temporarily interfere with the relevant part of the river for the purposes of the construction, inspection and maintenance of Work No. 7 and Work No. 56 of Schedule 1 (authorised development) and any associated development in connection with those works.

(2) Without limitation on the powers conferred by paragraph (1) but subject to paragraphs (3) and (4) the undertaker may, in a case of emergency only, temporarily close to navigation the relevant part of the river.

(3) The power conferred by paragraphs (1) and (2) must be exercised in such a way which secures—

(a) that no more of the relevant part of the river is closed to navigation at any time that is necessary in the circumstances and wherever possible the full closure of the navigation is avoided so that the general availability of the Canal & River Trust's waterways for public use under s105 Transport Act 1968 is not prejudiced for any period of time; and

(b) that, if complete closure to navigation of the relevant part of the river becomes necessary, all reasonable steps are taken to secure that the period of closure is kept to a minimum and that the minimum obstruction, delay or interference is caused to vessels or craft which may be using or intending to use the part so closed.

(4) During the period of any closures referred to in paragraph (2) all rights of navigation and other rights relating to and any obligations of the Canal & River Trust to manage the relevant part of the river so closed are to be suspended and unenforceable against the Canal & River Trust.

(5) Any person who as a result of the exercise of powers conferred by this article, suffers loss by reason of the interference with any private rights of navigation is entitled to be paid compensation for such loss by the undertaker, to be determined, in case of dispute, as if it were a dispute under Part 1 of the 1961 Act.

(6) In this article—

"emergency" means any circumstance existing or imminent which the undertaker considers is likely to cause danger to—

(a) any person or property, including the new bridge, any vessel and any person using, working on, or intending to use or work on the new bridge or aboard any vessel passing the new bridge; or

(b) the environment; and

"the relevant part of the river" means so much of the River Trent as is within the Order limits.

Signed by authority of the Secretary of State for Transport

Kayla Marks
Head of the Transport and Works Act Orders Unit
Department for Transport

1st October 2025

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

The authorised development is a nationally significant infrastructure project as defined in sections 14 and 22(**a**) of the 2008 Act and associated development within the meaning of section 115(2)(**b**) of the 2008 Act, comprising—

In the County of Nottinghamshire, in the administrative area of Newark and Sherwood District Council

Works

Work No. 1 - As shown on sheet 1 of the works plans, the construction of tie-ins between the existing A46 and Farndon Roundabout (Work No. 2) of 120 metres in length.

Work No. 2 - As shown on sheet 1 of the works plans, the alteration of Farndon Roundabout of 370 metres in length, including—

(a) the construction of a third gyratory lane;

(b) widening to the inside of the gyratory on the northern side of the roundabout; and

(c) tie-in works to each arm of the roundabout.

Work No. 3 - As shown on sheet 1 of the works plans, resurfacing works to facilitate the temporary diversion of Newark Bridleway No. 2 of 520 metres in length, including the installation of temporary signage and gates.

Work No. 4 - As shown on sheets 1, 2 and 3 of the works plans, the construction of the new A46 dual carriageway through widening the existing A46 between Farndon Roundabout (on sheet 1) and Cattle Market Junction (on sheet 3) 2,000 metres in length, including—

(a) the construction of two new lanes on the western side of the existing A46 to provide a new northbound carriageway;

(b) alteration of the existing A46 carriageway; and

(c) the construction of a new central reserve with a concrete barrier.

Work No. 5 - As shown on sheet 1 of the works plans, the construction of a retaining wall 95 metres in length for the northbound carriageway embankment of the A46 dual carriageway (Work No. 4).

Work No. 6 - As shown on sheet 1 of the works plans, the construction of a new access track 410 metres in length, including 240 metres of shared access track and footpath and 170 metres of shared access track and bridleway, commencing on Farndon Road, north-east of Farndon Roundabout.

Work No. 7 - As shown on sheet 1 of the works plans, the construction of a new bridge (the new Windmill Viaduct) to carry the new northbound carriageway of the A46 (Work No. 4) over the River Trent, parallel to the existing Windmill Viaduct.

(**a**) Section 22 was substituted by S.I. 2013/1883 and amended by paragraph 153 of Part 2 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

(**b**) Section 115(2) was amended by section 160(3) of the Housing and Planning Act 2016 (c. 22). There are other amendments to section 115(2) which are not relevant to this Order.

Work No. 8 - As shown on sheets 1 and 2 of the works plans, the construction of a new access track 661 metres in length, commencing at the track to the west of the extension of the existing Farm Access Underpass (Work No. 20) (on sheet 2).

Work No. 9 - As shown on sheet 1 of the works plans, a temporary compound of 2,392 square metres in the centre of Farndon Roundabout.

Work No. 10 - As shown on sheet 1 of the works plans, a temporary works area to hold construction vehicles of about 1,700 square metres located west of Farndon Roundabout (Work No. 2).

Work No. 11 - As shown on sheet 1 of the works plans, a temporary works area with welfare units and hardstanding areas for material storage of 4,700 square metres, north-west of the new Windmill Viaduct (Work No. 7).

Work No. 12A - As shown on sheets 1 and 2 of the works plans, borrow pits (Farndon West Borrow Pits Area) including access routes, utility protection slabs, water management, soil storage and material processing areas to the north-west of the new Windmill Viaduct (Work No. 7).

Work No. 12B - As shown on sheets 1 and 2 of the works plans, the restoration of the Farndon West Borrow Pits Area (Work No. 12A).

Work No. 12C - As shown on sheets 1 and 2 of the works plans, the restoration of the Farndon West Borrow Pits Area (Work No. 12A).

Work No. 13 - As shown on sheets 1 and 2 of the works plans, the construction of a floodplain compensation area (Farndon West Floodplain Compensation Area) and environmental mitigation to the north-west of the new Windmill Viaduct (Work No. 7) on sheet 1.

Work No. 14 - As shown on sheet 2 of the works plans, borrow pits (Farndon East Borrow Pits Area) including access routes, utility protection slabs, water management, soil storage and material processing areas to the north-east of existing Windmill Viaduct.

Work No. 15 - As shown on sheet 2 of the works plans, the construction of a floodplain compensation area (Farndon East Floodplain Compensation Area) and environmental mitigation to the north-east of existing Windmill Viaduct.

Work No. 16 - As shown on sheet 2 of the works plans, the construction of a new access track 495 metres in length, commencing at the existing A46 350 metres north of the existing Windmill Viaduct (on sheet 1).

Work No. 17 - As shown on sheet 2 of the works plans, the construction of an extension to the existing Pipe Culvert No. 5 under the new northbound carriageway of the A46 (Work No. 4).

Work No. 18 - As shown on sheet 2 of the works plans, the construction of attenuation basins and associated drainage infrastructure to the west of the new northbound carriageway of the A46 (Work No. 4) and south of the new access track (Work No. 16).

Work No. 19 - As shown on sheet 2 of the works plans, the construction of attenuation basins and associated drainage infrastructure to the east of the existing A46.

Work No. 20 - As shown on sheet 2 of the works plans, the construction of an extension to the existing Farm Access Underpass under the new northbound carriageway of the A46 (Work No. 4).

Work No. 21 - As shown on sheet 2 of the works plans, a temporary works area with welfare units and hardstanding areas for material storage of 2,000 square metres north-east of the existing Farm Access Underpass.

Work No. 22 - As shown on sheet 2 of the works plans, the construction of attenuation basins and associated drainage infrastructure to the west of the new northbound carriageway of the A46 (Work No. 4) and north of the new access track (Work No. 16).

Work No. 23 - As shown on sheet 2 of the works plans, the construction of an extension to the existing Old Trent Dyke Culvert under the new northbound carriageway of the A46 (Work No. 4).

Work No. 24 - As shown on sheet 2 of the works plans, the construction of a new access track of 475 metres in length, commencing at the track to the north-west of the extension of the existing Farm Access Underpass (Work No. 20).

Work No. 25 - As shown on sheet 2 of the works plans, a temporary works area with welfare units and hardstanding areas for material storage and cranage of 5,600 square metres south-west of the new Nottingham to Lincoln Railway Line West Crossing (Work No. 26).

Work No. 26 - As shown on sheet 2 of the works plans, the construction of a new bridge, parallel to the existing Nottingham to Lincoln Railway Line West Crossing, to carry the new northbound carriageway of the A46 (Work No. 4) over the railway line (the new Nottingham to Lincoln Railway Line West Crossing).

Work No. 27 - As shown on sheet 2 of the works plans, the construction of an access track 120 metres in length north-west of the existing Nottingham to Lincoln Railway Line West Crossing.

Work No. 28 - As shown on sheet 2 of the works plans, a temporary works area with welfare units and hardstanding areas for material storage and cranage of 11,000 square metres north-west of the new Nottingham to Lincoln Railway Line West Crossing (Work No. 26).

Work No. 29 - As shown on sheets 2 and 3 of the works plans, the construction of an access track 650 metres in length north of the existing Nottingham to Lincoln Railway Line West Crossing, commencing at the new access track (Work No. 27).

Work No. 30 - As shown on sheet 3 of the works plans, the construction of attenuation basins and associated drainage infrastructure to the west of the new northbound carriageway of the A46 (Work No. 4).

Work No. 31 - As shown on sheet 3 of the works plans, the construction of an extension to the existing Pipe Culvert No. 7 under the new northbound carriageway of the A46 (Work No. 4) and the new access track (Work No. 29).

Work No. 32 - As shown on sheet 3 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure to the west of the new northbound carriageway of the A46 (Work No. 4).

Work No. 33 - As shown on sheet 3 of the works plans, the construction of the new A46 dual carriageway between the Cattle Market Junction and the existing Nottingham to Lincoln Railway Line East Crossing, 1,060 metres in length, including a concrete barrier in the central reserve.

Work No. 34 - As shown on sheet 3 of the works plans, the construction of the A46 northbound off-slip to the Cattle Market Junction, 455 metres in length.

Work No. 35 - As shown on sheet 3 of the works plans, the construction of a retaining wall of 55 metres in length to retain the embankment of the A46 dual carriageway (Work No. 33).

Work No. 36 - As shown on sheet 3 of the works plans, the construction of the A46 southbound on-slip from the Cattle Market Junction, 355 metres in length.

Work No. 37 - As shown on sheet 3 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure to the south of the A46 southbound on-slip road from the Cattle Market Junction (Work No. 36).

Work No. 38 - As shown on sheet 3 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure to the north of the A46 northbound off-slip road to the Cattle Market Junction (Work No. 34).

Work No. 39A - As shown on sheet 3 of the works plans, the construction of a retaining wall of 315 metres in length to accommodate the Cattle Market Junction grade separation.

Work No. 39B - As shown on sheet 3 of the works plans, the construction of a retaining wall of 243 metres in length to accommodate the Cattle Market Junction grade separation.

Work No. 39C - As shown on sheet 3 of the works plans, the construction of a retaining wall of 80 metres in length to accommodate the Cattle Market Junction grade separation.

Work No. 39D - As shown on sheet 3 of the works plans, the construction of a retaining wall of 80 metres in length to accommodate the Cattle Market Junction grade separation.

Work No. 39E - As shown on sheet 3 of the works plans, the construction of a retaining wall of 202 metres in length to accommodate the Cattle Market Junction grade separation.

Work No. 39F - As shown on sheet 3 of the works plans, the construction of a retaining wall of 212 metres in length to accommodate the Cattle Market Junction grade separation.

Work No. 40 - As shown on sheet 3 of the works plans, the construction of the Cattle Market Junction Circulatory, 390 metres in length, including—

(a) a cycle track comprised in the highway between the realigned A617 (Work No. 42) and altered B6326 Great North Road (Work No. 49);

(b) the removal of the existing Cattle Market roundabout; and

(c) the demolition of the existing maintenance shed.

Work No. 41 - As shown on sheet 3 of the works plans, the construction of the Cattle Market West Bridge to carry the A46 dual carriageway between the Cattle Market Junction and the existing Nottingham to Lincoln Railway Line East Crossing (Work No. 33).

Work No. 42 - As shown on sheet 3 of the works plans, the realignment of the A617 Micklebarrow Hill to tie into the Cattle Market Junction Circulatory (Work No. 40) of 205 metres in length, including a cycle track of 30 metres in length at the Cattle Market Junction.

Work No. 43 - As shown on sheet 3 of the works plans, the construction of an extension to the existing culvert under the realigned A617 (Work No. 42).

Work No. 44 - As shown on sheet 3 of the works plans, the construction of highway underground storm water attenuation within the Cattle Market Junction Circulatory (Work No. 40) to the north of the new A46 dual carriageway between the Cattle Market Junction and the existing Nottingham to Lincoln Railway Line East Crossing (Work No. 33).

Work No. 45 - As shown on sheet 3 of the works plans, the realignment of the A616 Great North Road to tie into the Cattle Market Junction Circulatory (Work No. 40) of 70 metres in length, including a cycle and pedestrian crossing and associated cycle track.

Work No. 46 - As shown on sheet 3 of the works plans, the construction of an extension on the western side of the existing causeway arches, known as “Smeaton’s Arches”, to accommodate the realigned A616 Great North Road (Work No. 45).

Work No. 47 - As shown on sheet 3 of the works plans, a temporary works area with a hardstanding area and small welfare unit of 1,600 square metres north-west of the extension to Smeaton’s Arches (Work No. 46).

Work No. 48 - As shown on sheet 3 of the works plans, the construction of the Cattle Market East Bridge to carry the A46 dual carriageway between the Cattle Market Junction and the existing Nottingham to Lincoln Railway Line East Crossing (Work No. 33).

Work No. 49 - As shown on sheet 3 of the works plans, the alteration of the B6326 Great North Road to tie into the Cattle Market Junction Circulatory (Work No. 40) of 250 metres in length, including—

(a) the widening of the existing carriageway;

(b) a cycle track comprised in the highway of 250 metres in length leading south from the Cattle Market Junction;

(c) a cycle and pedestrian crossing; and

(d) the formation of means of access to adjoining land.

Work No. 50A - As shown on sheet 3 of the works plans, the construction of an extension to the south of the existing Flood Relief Culvert under the existing Cattle Market Roundabout to carry the Cattle Market Junction Circulatory (Work No. 40).

Work No. 50B - As shown on sheet 3 of the works plans, the construction of an extension to the north of the existing Flood Relief Culvert under the existing Cattle Market Roundabout to carry the Cattle Market Junction Circulatory (Work No. 40).

Work No. 51 - As shown on sheet 3 of the works plans, the construction of the A46 southbound off-slip road to the Cattle Market Junction 240 metres in length, including a cycle and pedestrian crossing and a cycle track comprised in the highway.

Work No. 52 - As shown on sheet 3 of the works plans, the construction of the A46 northbound on-slip road from the Cattle Market Junction 305 metres in length, including a cycle and pedestrian crossing and a cycle track comprised in the highway.

Work No. 53 - As shown on sheet 3 of the works plans, a temporary compound of 19,000 square metres south-west of the B6326 Great North Road.

Work No. 54 - As shown on sheet 3 of the works plans, the construction of an access track 375 metres in length, commencing at the A616 Great North Road.

Work No. 55 - As shown on sheet 3 of the works plans, the construction of attenuation basins, associated drainage infrastructure and access tracks to the north of the A46 northbound on-slip road from the Cattle Market Junction (Work No. 52).

Work No. 56 - As shown on sheets 3, 4, and 5 of the works plans, the construction of the new A46 dual carriageway through widening the existing A46 between the existing Nottingham to Lincoln Railway Line East Crossing and Brownhills Junction (on sheet 5), 1,650 metres in length, including—

(a) the construction of two new lanes on the western side of the existing A46 to provide a new northbound carriageway;

(b) alteration of the existing A46 carriageway; and

(c) the construction of a new central reserve with a concrete barrier.

Work No. 57 - As shown on sheet 4 of the works plans, the construction of an extension to the existing Pipe Culvert No. 12 under the new northbound carriageway of the A46 between the existing Nottingham to Lincoln Railway Line East Crossing and Brownhills Junction (Work No. 56).

Work No. 58 - As shown on sheet 4 of the works plans, the widening of the existing Nottingham to Lincoln Railway Line East Crossing to facilitate the new northbound carriageway of the A46 (Work No. 56).

Work No. 59 - As shown on sheet 4 of the works plans, a temporary works area with welfare units and hardstanding areas for material storage of 850 square metres north of the existing Nottingham to Lincoln Railway Line East Crossing.

Work No. 60 - As shown on sheet 4 of the works plans, the construction of a retaining wall 420 metres in length to support the new northbound carriageway of the A46 between the existing Nottingham to Lincoln Railway Line East Crossing and Brownhills Junction (Work No. 56).

Work No. 61 - As shown on sheet 4 of the works plans, the construction of an access track (the Nether Lock access track) 550 metres in length commencing at the existing access track on the north bank of the River Trent.

Work No. 62 - As shown on sheet 4 of the works plans, a temporary construction compound of 8,500 square metres east of the existing Nether Lock Viaduct and the River Trent.

Work No. 63 - As shown on sheet 4 of the works plans, the construction of a temporary bridge over the River Trent to accommodate the movement of construction plant and materials between the temporary construction compound (Work No. 62) and the authorised development.

Work No. 64 - As shown on sheet 4 of the works plans, the construction of a new bridge (the new Nether Lock Rail Bridge) parallel to the existing Nether Lock Viaduct to carry the new northbound carriageway of the A46 between the existing Nottingham to Lincoln Railway Line East Crossing and Brownhills Junction (Work No. 56) over the River Trent.

Work No. 65 - As shown on sheet 4 of the works plans, a temporary works area with office and welfare units and hardstanding areas for bridge fabrication, material and plant storage of 7,000 square metres under and north-west of the existing Nether Lock Viaduct.

Work No. 66 - As shown on sheet 4 of the works plans, the construction of an access track 110 metres in length commencing at the Nether Lock access track (Work No. 61) to provide access to the existing hydroelectric power station.

Work No. 67 - As shown on sheet 4 of the works plans, the construction of attenuation basins and associated drainage infrastructure, east of the existing Nether Lock Viaduct.

Work No. 68 - As shown on sheet 4 of the works plans, a temporary works area with office and welfare units of 500 square metres north-west of the new Nether Lock Rail Bridge (Work No. 64).

Work No. 69 - As shown on sheet 4 of the works plans, the construction of an access track 210 metres in length and passing place commencing at Quibell's Lane.

Work No. 70 - As shown on sheet 4 of the works plans, the construction of an extension to the existing Sewage Treatment Works Underpass under the new northbound carriageway of the A46 between the existing Nottingham to Lincoln Railway Line East Crossing and Brownhills Junction (Work No. 56).

Work No. 71 - As shown on sheet 4 of the works plans, a temporary compound of 23,000 square metres south of the existing A46.

Work No. 72 - As shown on sheet 4 of the works plans the construction of a retaining wall (240 metres in length) for the embankment of the A46 southbound carriageway.

Work No. 73 - As shown on sheet 4 of the works plans, the construction of an extension to the existing Pipe Culvert No. 16 under the new northbound carriageway of the A46 between the existing Nottingham to Lincoln Railway Line East Crossing and Brownhills Junction (Work No. 56).

Work No. 74 - As shown on sheets 4 and 5 of the works plans, the construction of attenuation basins, access tracks and associated drainage infrastructure north of the new northbound carriageway of the A46 between the existing Nottingham to Lincoln Railway Line East Crossing and Brownhills Junction (Work No. 56).

Work No. 75 - As shown on sheets 4 and 5 of the works plans, the construction of an access track 550 metres in length commencing on Winthorpe Road.

Work No. 76 - As shown on sheet 5 of the works plans, the construction of the new A46 dual carriageway on an embankment through the new Brownhills Junction, 1,040 metres in length, including a concrete barrier in the central reserve.

Work No. 77A - As shown on sheet 5 of the works plans, borrow pits including access routes, utility protection slabs, water management, soil storage and material processing areas (the Brownhills Borrow Pits Area) to the west of Brownhills Junction.

Work No. 77B - As shown on sheet 5 of the works plans the restoration of the Brownhills Borrow Pits Area (Work No. 77A).

Work No. 78 - As shown on sheet 5 of the works plans, the construction of the A46 southbound on-slip road from the Brownhills Roundabout, 620 metres in length.

Work No. 79 - As shown on sheet 5 of the works plans, the construction of the A46 northbound off-slip road to the new Brownhills Junction Roundabout (Work No. 83), 250 metres in length.

Work No. 80 - As shown on sheet 5 of the works plans, the construction of a new cycle track comprising a highway of 50 metres in length.

Work No. 81 - As shown on sheet 5 of the works plans, the construction of a new cycle track comprising a highway of 145 metres in length.

Work No. 82 - As shown on sheet 5 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure between the A46 southbound on-slip road from the Brownhills Roundabout (Work No. 78) and the new A46 dual carriageway through the new Brownhills Junction (Work No. 76).

Work No. 83 - As shown on sheet 5 of the works plans, the construction of the new Brownhills Junction Roundabout, 170 metres in length.

Work No. 84 - As shown on sheet 5 of the works plans, the construction of a new link between the new Brownhills Junction Roundabout (Work No. 83) and Winthorpe Road of 60 metres in length.

Work No. 85 - As shown on sheet 5 of the works plans, a temporary works area with welfare units and hardstanding areas for fabrication of the A1 bridge deck and material and plant storage of 12,800 square metres in the same location as the new Brownhills Junction Roundabout (Work No. 83).

Work No. 86 - As shown on sheet 5 of the works plans, the construction of the Brownhills Underbridge to carry the new A46 dual carriageway through the new Brownhills Junction (Work No. 76) over the Brownhills Junction Link Road (Work No. 87).

Work No. 87 - As shown on sheet 5 of the works plans, the construction of the Brownhills Junction Link Road, 300 metres in length, to connect the Brownhills Roundabout with the new Brownhills Junction Roundabout (Work No. 83).

Work No. 88 - As shown on sheet 5 of the works plans, the construction of a new right turn connection from the A46 southbound on-slip road from the Brownhills Roundabout (Work No. 78) to the Brownhills Junction Link Road (Work No. 87).

Work No. 89 - As shown on sheet 5 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure south-east of the Brownhills Underbridge (Work No. 86).

Work No. 90 - As shown on sheet 5 of the works plans, the construction of a new bridge (the new A1 Crossing) to carry the new A46 dual carriageway through the new Brownhills Junction (Work No. 76) over the existing A1 dual carriageway.

Work No. 91 - As shown on sheet 5 of the works plans, the construction of a new cycle track comprising a highway of 520 metres in length passing beneath the new A1 Crossing (Work No. 90).

Work No. 92 - As shown on sheet 5 of the works plans, a temporary works area with welfare units and hardstanding areas for material and plant storage of 850 square metres south-east of the new A1 Crossing (Work No. 90).

Work No. 93 - As shown on sheet 5 of the Work plans, the construction of a new track to be used jointly as a cycle track comprising a highway and as an access track of 415 metres in length commencing at the north-eastern end of the cycle track comprising a highway (Work No. 91).

Work No. 94A - As shown on sheet 5 of the works plans, the construction of an embankment between the shared access track and cycle track (Work No. 93) and the new A46 dual carriageway through the new Brownhills Junction (Work No. 76).

Work No. 94B - As shown on sheet 5 of the works plans, the construction of an embankment between the shared access track and cycle track (Work No. 93) and the new A46 dual carriageway (Work No. 100).

Work No. 94C - As shown on sheets 5 and 6 of the works plans, the construction of an embankment between the shared access track and cycle track (Work No. 93) and the new dual carriageway (Work No. 100).

Work No. 95 - As shown on sheet 5 of the works plans, the construction of the A46 northbound off-slip road to the service area, 150 metres in length, including the demolition of the former Mint Leaf restaurant.

Work No. 96 - As shown on sheet 5 of the works plans, the construction of an extension of to the existing Bleach House Culvert to carry the new A46 dual carriageway through the new Brownhills Junction (Work No. 76) and the A46 northbound off-slip road to the service area (Work No. 95).

Work No. 97 - As shown on sheet 5 of the works plans, the construction of a new culvert to carry the new shared access track and cycle track (Work No. 93) across the Fleet Ditch.

Work No. 98 - As shown on sheet 5 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure, west of the A46 northbound off-slip road to the service area (Work No. 95).

Work No. 99 - As shown on inset A of sheet 5 of the works plans, a temporary construction compound of 3,300 square metres to the north and south of the A46 northbound off-slip road to the service area (Work No. 95).

Work No. 100 - As shown on sheets 5 and 6 of the works plans, works to improve the existing A46 dual carriageway including the installation of new highway drainage between a point 450 metres north of the A1 Crossing (Work No. 90) and the new Winthorpe Roundabout (Work No. 108).

Work No. 101 - As shown on sheet 5 of the works plans the construction of the A46 northbound on-slip road from the service area, 180 metres in length.

Work No. 102 - As shown on sheet 5 of the works plans, the construction of a new cycle track comprising a highway of 360 metres in length commencing at the new Friendly Farmer Link Road (Work No. 104).

Work No. 103 - As shown on sheet 5 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure north of the A46 northbound on-slip road from the service area (Work No. 101).

Work No. 104 - As shown on sheets 5 and 6 of the works plans, the construction of a new road (the Friendly Farmer Link Road) between the Friendly Farmer Roundabout and the new Winthorpe Roundabout (Work No. 108) of 1,080 metres in length, including—

(a) tie-in works to the Friendly Farmer Roundabout;

(b) the construction of an access to the service station adjacent to the Friendly Farmer Roundabout;

(c) the construction of an access to the Newark Showground;

(d) tie-in works to the new Winthorpe Roundabout (Work No. 108); and

(e) the construction of a new concrete barrier.

Work No. 105 - As shown on sheets 5 and 6 of the works plans, the construction of a cycle track comprising a highway of 375 metres in length commencing at the realigned A1133 (Work No. 109).

Work No. 106 - As shown on sheets 5 and 6 of the works plans, a temporary works area for laydown of construction materials and plant of 12,600 square metres south of the new Winthorpe Roundabout (Work No. 108).

Work No. 107 - As shown on sheet 6 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure south-west of the new Winthorpe Roundabout (Work No. 108).

Work No. 108 - As shown on sheet 6 of the works plans, the construction of the new Winthorpe Roundabout, 350 metres in length, including new gyratory lanes and tie-in works to the roads joining the roundabout.

Work No. 109 - As shown on sheet 6 of the works plans, the realignment of the A1133 Newark Road, 320 metres in length, to connect to the new Winthorpe Roundabout (Work No. 108).

Work No. 110 - As shown on sheet 6 of the works plans, the construction of a new access track of 415 metres in length to the realigned A1133 (Work No. 109).

Work No. 111 - As shown on sheet 6 of the works plans, a temporary area for material lay-down and soil stockpiling of 24,000 square metres directly north of the new Winthorpe Roundabout (Work No. 108).

Work No. 112A - As shown on sheet 6 of the works plans, the construction of an embankment north-west of the new Winthorpe Roundabout (Work No. 108).

Work No. 112B - As shown on sheet 6 of the works plans, the construction of an embankment north of the realigned A1133 (Work No. 109).

Work No. 113 - As shown on sheet 6 of the works plans, the construction of attenuation basins, access track and associated drainage infrastructure north of the new Winthorpe Roundabout (Work No. 108).

Work No. 114 - As shown on sheet 6 of the works plans, a temporary construction compound of 3,900 square metres east of the new Winthorpe Roundabout (Work No. 108).

Work No. 115 - As shown on sheet 6 of the works plans, the realignment of Drove Lane, 185 metres in length, to tie into the new Winthorpe Roundabout (Work No. 108).

Work No. 116 - As shown on sheet 6 of the works plans, the construction of a new sign gantry at the new Winthorpe Roundabout (Work No. 108).

Work No. 117 - As shown on sheet 6 of the works plans, the construction of an access track of 585 metres in length commencing at the realigned Drove Lane (Work No. 115).

Work No. 118 - As shown on sheet 6 of the works plans, the construction of through lanes of 100 metres in length to accommodate the new layout of the new Winthorpe Roundabout (Work No. 108).

Work No. 119 - As shown on sheet 6 of the works plans, works to tie into the existing A46 and new Winthorpe Roundabout (Work No. 108) of 205 metres in length.

Work No. 120 - As shown on sheet 6 of the works plans, a temporary area for material lay-down and soil stockpiling of 14,000 square metres north-east of the new Winthorpe Roundabout (Work No. 108).

Work No. 121 - As shown on sheet 6 of the works plans, the construction of a cantilever sign gantry over the southbound carriageway of the existing A46 east of the new Winthorpe Roundabout (Work No. 108).

Work No. 122 - As shown on sheet 7 of the works plans, the construction of an access track of 25 metres in length commencing at the A617 Micklebarrow Hill.

Work No. 123 - As shown on sheet 7 of the works plans, the construction of an access track of 550 metres in length, connected to Work No. 122.

Work No. 124 - As shown on sheet 7 of the works plans, the construction of a new drainage culvert of 25 metres in length under the A617 Micklebarrow Hill.

Work No. 125 - As shown on sheet 7 of the works plans, the construction of a flood plain compensation area (the Kelham and Averham Flood Compensation Area) to the north of Averham.

Work No. 126 - As shown on sheet 7 of the works plans, a temporary works area for soil stockpiling of 9,800 square metres north of Averham.

Work No. 127 - As shown on sheet 1 of the works plans, a temporary works area with welfare units and hardstanding areas for material storage of 3,178 square metres south-west of the new Windmill Viaduct (Work No. 7).

Work No. 128 - As shown on sheet 1 of the works plans, a temporary works area with welfare units and hardstanding areas for material storage of 204 square metres south-east of the new Windmill Viaduct (Work No. 7).

Utilities Works

Work No. U1 - As shown on sheet 1 of the utilities works plans, the diversion of low voltage electric cables of 22 metres in length north of the Farndon Underpass.

Work No. U2 - As shown on sheet 2 of the utilities works plans, the diversion of electricity overhead 33kV distribution cables.

Work No. U3 - As shown on sheet 2 of the utilities works plans, the diversion of overhead 11kV electricity distribution cables to underground buried cable to the south of the Nottingham to Lincoln Railway.

Work No. U4 - As shown on sheet 2 of the utilities works plans, the diversion of electronic communications equipment.

Work No. U5 - As shown on sheet 3 of the utilities works plans, the diversion of a medium pressure gas main north of Newark Cricket Ground.

Work No. U6 - As shown on sheet 3 of the utilities works plans, the diversion of water pipes north of Newark Cricket Ground.

Work No. U7 - As shown on sheet 3 of the utilities works plans, the diversion of low voltage cables and electronic communications equipment North of Newark Cricket Ground and at the Cattle Market Junction.

Work No. U8 - As shown on sheet 3 of the utilities works plans, the diversion of low voltage cables and electronic communications equipment at the Cattle Market Junction.

Work No. U9 - As shown on sheet 3 of the utilities works plans, the diversion of electronic communications equipment at the Cattle Market Junction.

Work No. U10 - As shown on sheet 3 of the utilities works plans, the diversion of low voltage cables and 11kV electricity distribution cables at the Cattle Market Junction.

Work No. U11 - As shown on inset A of sheet 4 of the utilities works plans, the diversion of electronic communications equipment under the Nether Lock Viaduct.

Work No. U12 - As shown on sheet 4 of the utilities works plans, the diversion of 11kV electricity cables under the Nether Lock Viaduct.

Work No. U13 - As shown on sheet 4 of the utilities works plans, the diversion of high voltage electricity distribution cables under the Nether Lock Viaduct.

Work No. U14 - As shown on sheet 4 of the utilities works plans, the diversion of electronic communications equipment at the Sewage Treatment Works Underpass.

Work No. U15 - As shown on sheet 4 of the utilities works plans, the potential protection or diversion of electricity distribution cables north-east of the Sewage Treatment Works Underpass.

Work No. U16 - As shown on sheets 4 and 5 of the utilities works plans, the potential protection or diversion of a sewer north and west of Pipe Culvert No. 16.

Work No. U17 - As shown on inset A of sheet 5 of the utilities works plans, the diversion of a water pipe at Winthorpe Road.

Work No. U18 - As shown on sheet 5 of the utilities works plans, the diversion of medium pressure gas main at Winthorpe Road and the Brownhills Underbridge.

Work No. U19 - As shown on inset A of sheet 5 of the utilities works plans, the diversion of electricity cables at Winthorpe Road and the Brownhills Underbridge.

Work No. U20 - As shown on sheet 5 of the utilities works plans, the diversion of electronic communications equipment at Winthorpe Road and the Brownhills Underbridge.

Work No. U21 - As shown on sheets 5 and 6 of the utilities works plans, the diversion of electronic communications equipment between Friendly Farmer Roundabout and the new Winthorpe Roundabout.

Work No. U22 - As shown on inset B of sheet 5 of the utilities works plans, the diversion of water pipe north of the Friendly Farmer Roundabout.

Work No. U23 - As shown on sheets 5 and 6 of the utilities works plans, the diversion of electronic communications equipment between the Friendly Farmer Roundabout and the new Winthorpe Roundabout.

Work No. U24 - As shown on sheets 5 and 6 of the utilities works plans, the diversion of 11kV overhead electricity distribution cables between the Friendly Farmer Roundabout and the new Winthorpe Roundabout.

Work No. U25 - As shown on sheet 6 of the utilities works plans, the diversion of electronic communications equipment at the new Winthorpe Roundabout.

Work No. U26 - As shown on sheet 6 of the utilities works plans, the diversion of electronic communications equipment at the new Winthorpe Roundabout starting at the A1133 Newark Road.

Work No. U27 - As shown on sheet 6 of the utilities works plans, the diversion of apparatus for electronic communications equipment north of the new Winthorpe Roundabout.

Work No. U28 - As shown on inset A of sheet 6 of the utilities works plans, the diversion of electricity cables at the new Winthorpe Roundabout.

Work No. U29 - As shown on sheet 7 of the utilities works plans, the diversion of electricity cables in the A617 Micklebarrow Hill north-east of Averham.

Work No. U30 - As shown on sheet 7 of the utilities works plans, the diversion of overhead electricity distribution cables north of Averham.

Work No. U31 - As shown on inset A of sheet 7 of the utilities works plans, the diversion of electronic communications equipment in the A617 Micklebarrow Hill north-east of Averham.

Work No. U32 - As shown on inset B of sheet 7 of the utilities works plans, the diversion of a medium pressure gas main in the A617 Micklebarrow Hill north-east of Averham.

Work No. U33 - As shown on inset C of sheet 7 of the utilities works plans, the diversion of water pipe in the A617 Micklebarrow Hill north-east of Averham.

Other associated development

For the purposes of or in connection with the construction of any of the works and other development mentioned above, ancillary or related development within the Order limits which

does not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement, consisting of—

(a) alteration to the layout of any street permanently or temporarily, including but not limited to—

(i) increasing or reducing the width of the carriageway of the street by reducing or increasing the width of any kerb, footpath, footway, cycle track or verge within the street; and

(ii) altering the level of any such kerb, footpath, footway, cycle track or verge;

(b) works required for the strengthening, improvement, maintenance or reconstruction of any street;

(c) parking laybys and emergency laybys;

(d) refurbishment works to any existing bridge;

(e) the strengthening, alteration or demolition of any building or highway bridge or structure;

(f) ramps, means of access, non-motorised links, footpaths, cycle tracks and crossing facilities;

(g) embankments, viaducts, aprons, abutments, shafts, foundations, retaining walls, barriers, pumping stations, parapets, drainage, attenuation tanks, outfalls, ditches, wing walls, highway lighting, gantries, fencing and culverts;

(h) street works, including—

(i) breaking up or opening up a street or any sewer, drain or tunnel under it; and

(ii) tunnelling or boring under a street;

(i) works to place, alter, divert, relocate, protect, maintain, decommission or remove street furniture, traffic signals and apparatus in a street or other land, including mains, sewers, drains, tanks, pipes, cables, connections, ducts, conduits and lights, CCTV, radar and traffic detection equipment and speed cameras;

(j) works to alter the course of or otherwise interfere with a watercourse;

(k) landscaping, noise and visual bunds and barriers, works associated with the provision of ecological mitigation (including artificial badger setts) and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;

(l) works for the benefit or protection of land and apparatus affected by the authorised development;

(m) site preparation works, including—

(i) site clearance, including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpath; and

(ii) earthworks, including soil stripping and storage, site levelling; and

(iii) remediation of contamination;

(n) the felling of trees;

(o) the establishment of construction compounds and working sites, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction-related buildings, temporary worker accommodation facilities, welfare facilities, construction lighting, haulage roads, protective works to apparatus and other buildings, machinery, apparatus, works and conveniences;

(p) the provision of other works, including pavement works, kerbing and paved areas works, signing, signals, gantries, road markings works, traffic management measures, temporary roads, temporary widening of carriageways and such other works as are associated with the construction of the authorised development;

(q) temporary crossings of footpaths, bridleways, footways, cycle tracks, carriageways and watercourses with associated plant crossings or bridging structures (at grade or grade separated);

(r) pumping for the purposes of dewatering excavations (including borrow pits) and the management of surface water flows and temporary storage, settlement and treatment of surface water flows;

(s) removal of surfaces for closed or redundant carriageways, accesses or streets; and

(t) such other works, working sites, storage areas and works of demolition as may be necessary or expedient for the purposes of or ancillary to the construction of the authorised development.

SCHEDULE 2

Article 5

REQUIREMENTS

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

"archaeological management plan" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the archaeological management plan for the purposes of this Order;

"archaeological mitigation strategy" means Chapter 6 of the archaeological management plan;

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

"design principles" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the design principles for the purposes of this Order;

"DMRB" means the Design Manual for Roads and Bridges, which accommodates all current standards, advice and other documents relating to the design, assessment and operation of trunk roads and motorways, or any equivalent replacement to the DMRB published;

"environmental masterplan" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the environmental masterplan for the purposes of this Order;

"First Iteration EMP" means the first iteration of the environmental management plan produced in accordance with the DMRB during the preliminary design stage, listed in Schedule 10 (documents to be certified) and certified as the First Iteration EMP by the Secretary of State for the purposes of this Order;

"flood risk assessment" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the flood risk assessment for the purposes of this Order;

"Natural England" means the body of that name created by the Natural Environment and Rural Communities Act 2006(**b**) or any successor in function to it;

(**a**) 1990 c. 43. Section 78A was inserted by section 57 of the Environment Act 1995 (c. 25) and as amended by section 86(2) of the Water Act 2003 (c. 37).

(**b**) 2006 c. 16.

"Second Iteration EMP" means the second iteration of the environmental management plan produced in accordance with the DMRB which is to be a refined version of, and substantially in accordance with, the First Iteration EMP including more detailed versions of the outline plans and method statements contained or listed within the First Iteration EMP or any other plans required;

"Third Iteration EMP" means the third iteration of the environmental management plan produced in accordance with the DMRB containing detailed plans relating to the operational and maintenance phase of the authorised development substantially in accordance with the First Iteration EMP and Second Iteration EMP.

Time limits

2. The authorised development must not begin later than the expiration of 5 years beginning with the date on which this Order comes into force.

Second Iteration EMP

3.—(1) No part of the authorised development is to commence until the Second Iteration EMP for that part, substantially in accordance with the First Iteration EMP, has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority, Natural England and the Environment Agency on matters related to their statutory functions.

(2) The Second Iteration EMP for a part of the authorised development must be produced in accordance with DMRB and so far as is relevant to that part of the authorised development, must reflect the mitigation measures required by the REAC and set out in the environmental statement and must include the following management plans and method statements as are applicable to the part of the authorised development to which it relates—

(a) Site Waste Management Plan;

(b) Materials Management Plan;

(c) Soils Management Plan;

(d) Arboricultural Method Statement;

(e) Air Quality and Dust Management Plan;

(f) Noise and Vibration Management Plan;

(g) Energy and Resource Use Management Plan;

(h) Biodiversity Net Gain Management and Monitoring Plan;

(i) Biodiversity Net Gain Audit Report;

(j) Invasive Non-Native Species Management Plan and Bio-Security Risk Assessment, including an Invasive Non-Native Species Method Statement;

(k) Landscape and Ecological Management Plan;

(l) Construction Communications Management Plan;

(m) Pollution Prevention Management Plan;

(n) Erosion and Sediment Management Plan;

(o) Carbon Management Plan;

(p) Emergency Response Plan for Flood Events;

(q) Education, Employment and Skills Plan;

(r) Inclusion Action Plan;

(s) Construction Worker Travel and Accommodation Plan;

(t) Badger Method Statement;

(u) Piling Works Method Statement;

(v) Earthworks Method Statement;

(w) Topsoil Strip Method Statement;

(x) Storage of Oil, Fuel and Other Potentially Hazardous Substances Method Statement;

(y) Designated Refuelling and Maintenance Areas and Concrete Batching Method Statement;

(z) Welfare of Staff Method Statement; and

(aa) Dewatering Management Plan.

(3) The authorised development must be constructed in accordance with the Second Iteration EMP.

(4) In this paragraph, "REAC" means the register of environmental actions and commitments contained in the First Iteration EMP.

Third Iteration EMP

4.—(1) Following completion of construction of the authorised development the Third Iteration EMP must be submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority, Natural England and the Environment Agency on matters related to their statutory functions.

(2) The authorised development must be operated and maintained in accordance with the Third Iteration EMP.

Construction hours

5.—(1) Construction work for the authorised development must only take place between 0700 hours and 1800 hours Monday to Friday, and 08:00 hours to 13:00 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in sub-paragraphs (2), (3), (4) and (5).

(2) Except where they relate to the activities specified in sub-paragraphs (3) and (4), the following activities may not take place between the hours of 07:00 and 07:30—

(a) starting or use of construction plant;

(b) loading and unloading of construction vehicles; and

(c) delivery of materials.

(3) Outside the hours and days specified in sub-paragraph (1), construction work may be undertaken with the prior written consent of the relevant planning authority for activities comprising—

(a) bridge installation works to the new bridge structures;

(b) removal of the existing signal gantries and the installation of new gantry structures;

(c) highway tie-in works and installation of temporary and permanent road markings;

(d) installation of signs and streetlights adjacent to live carriageways;

(e) abnormal load deliveries or deliveries where daytime working would be excessively disruptive to normal traffic operation, including the delivery of plant; or

(f) construction of the Nether Lock Rail Bridge and the works over the Nottingham to Lincoln line.

(4) Outside the hours and days specified in sub-paragraph (1), the undertaker may carry out activities comprising—

(a) traffic management measures and signal changes;

(b) any emergency works or operations required for safe working;

(c) security;

(d) maintenance of plant and equipment that require 24-hour operation such as dewatering pumps;

(e) completion of activities already begun which require continuous period of operation, such as completing concrete pouring; or

(f) environmental and engineering surveys may be carried out outside of core working hours.

(5) Outside the hours and days specified in sub-paragraph (1), the undertaker will consult with the relevant planning authority prior to carrying out certain operations which are season and weather dependent including but not limited to earthworks.

(6) Outside the hours and days specified in sub-paragraph (1), the undertaker may with the prior written consent or deemed consent under sub-paragraph (7) of the relevant planning authority carry out activities (including but not limited to those works set out in sub-paragraph (3)) assessed in the environmental statement or activities which would not give rise to new or materially different effects from those assessed in the environmental statement which do not fall within sub-paragraph (4).

(7) If the relevant planning authority which receives a request to carry out works outside the hours and days specified in sub-paragraph (1) in accordance with sub-paragraphs (3) and (6) fails to notify the undertaker of its decision within 14 days of receiving the request for consent that relevant planning authority is deemed to have granted consent.

(8) Any request to which this article applies must include a statement that the provisions of sub-paragraph 16(4) apply to that application.

Landscaping

6.—(1) No part of the authorised development can come into use until a landscaping scheme for that part which sets out details of all proposed hard and soft landscaping works is submitted to and approved in writing by the Secretary of State following consultation with the relevant planning authority on matters related to its functions.

(2) The landscaping scheme for each part must reflect the applicable mitigation measures set out in the First Iteration EMP and the landscaping principles set out in the environmental masterplan.

(3) The authorised development must be landscaped in accordance with the approved landscaping scheme for that part.

(4) A landscaping scheme prepared under sub-paragraph (1) must include details of landscaping works, including—

(a) location, number, species, mix, 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) existing trees to be retained, with measures for their protection during the construction period; and

(e) implementation timetables for all landscaping works.

(5) All landscaping works must be carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice.

(6) Any tree or shrub planted as part of the landscaping scheme that, within a period of 5 years after planting, is removed, dies or becomes, in the opinion of the 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 the Secretary of State, following consultation with the relevant planning authority, gives consent to a variation.

Fencing

7. Any permanent and temporary fencing and other means of enclosure that would be adjacent to the new dual carriageway forming part of the authorised development must be constructed and installed in accordance with the undertaker's Manual of Contract Documents for Highway Works

except where any departures from that manual are agreed in writing by the Secretary of State in connection with the authorised development.

Contaminated Land and groundwater

8.—(1) In the event that contaminated land, including groundwater, is found at any time when carrying out the authorised development, which was not previously identified in the environmental statement, then no further development (unless otherwise approved in writing by the relevant authorities) shall be carried out within the identifiable perimeters of the area in which the suspected contamination is located. It must be reported as soon as reasonably practicable to the Secretary of State, the Environment Agency and relevant planning authority, and the undertaker must complete a risk assessment of the contamination in consultation with the Environment Agency and the relevant planning authority.

(2) Where the risk assessment prepared in accordance with sub-paragraph (1) determines that remediation of the contaminated land is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose and to prevent any impacts on controlled waters must be submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency and the relevant planning authority on matters related to their functions.

(3) Remediation must be carried out in accordance with the approved scheme.

Archaeology and built heritage

9.—(1) The additional trial trenching set out within the archaeological mitigation strategy must be carried out in accordance with the approved Written Scheme of Investigation contained in Appendix G of the Archaeological Management Plan, unless otherwise agreed with Nottinghamshire County Council.

(2) If the additional trial trenching results in the need for further archaeological investigation, the archaeological mitigation strategy must be updated to include the scope of any further investigation required in the location of the additional trial trenching. This update must be submitted in writing and approved by Nottinghamshire County Council, in consultation with Historic England prior to Work No. 10, Work No. 27, Work No. 28, Work No. 29 or Work No. 30 being started in the location of the additional trial trenching.

(3) The authorised development must be carried out, operated and maintained in accordance with the Archaeological Mitigation Strategy, as updated in accordance with sub-paragraph (2) if required, and, as set out in that strategy, the undertaker must submit individual site specific written schemes of investigation for each phase of mitigation work set out within the archaeological mitigation strategy to Nottinghamshire County Council for approval.

(4) Any archaeological works must be carried out by a suitably qualified and competent person or body previously notified to Nottinghamshire County Council.

Protected species

10.—(1) In the event that any protected or notable species which were not previously identified in the environmental statement are found at any time when carrying out the authorised development the undertaker must—

(a) cease the relevant parts of the relevant works and report it immediately to the Ecological Clerk of Works; and

(b) prepare a written scheme for the protection and mitigation measures of such protected or notable species when carrying out the authorised development.

(2) The undertaker must implement the written scheme prepared under sub-paragraph (1)(b) immediately and any works in the area specified in the written scheme must not recommence until any necessary licences are obtained to enable mitigation measures to be implemented.

(3) In this paragraph—

"Ecological Clerk of Works" means the individual appointed as such by the undertaker, as required by the First Iteration EMP;

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

"protected species" means species which are subject to protection under the laws of England or which are European protected species.

Traffic management

11.—(1) No part of the authorised development is to commence until a traffic management plan for the construction of that part of the authorised development, substantially in accordance with the outline traffic management plan, has been submitted to and approved in writing by the Secretary of State following consultation with the local highway authority.

(2) The authorised development must be constructed in accordance with the approved traffic management plan.

(3) In this paragraph, "outline traffic management plan" means the document of that description listed in Schedule 10 (documents to be certified) and certified as the outline traffic management plan by the Secretary of State for the purposes of this Order.

Detailed design

12.—(1) The detailed design for the authorised development must accord with—

(a) the preliminary scheme design shown on the works plans, utilities works plans and the engineering drawings and sections;

(b) the mitigation principles set out in the environmental masterplan; and

(c) the design principles,

unless otherwise agreed in writing by the Secretary of State following consultation with the relevant local planning authority and relevant local highway authority on matters related to their functions, provided that the Secretary of State is satisfied that any amendments would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(2) Where amended details are approved by the Secretary of State under sub-paragraph (1), those details are deemed to be substituted for the corresponding plans sections and the undertaker must make those amended details available in electronic form for inspection by members of the public.

Surface and foul water drainage

13.—(1) No part of the authorised development is to commence until for that part written details of the surface and foul water drainage system, reflecting the mitigation measures in Chapter 13, Road Drainage and the Water Environment, of the environmental statement and including means of pollution control, have been submitted to and approved in writing by the Secretary of State following consultation with the relevant planning authority, the lead local flood authority and the Environment Agency on matters relating to their functions.

(2) The surface and foul water drainage system must be constructed in accordance with the approved details referred to in sub-paragraph (1) unless otherwise agreed in writing by the Secretary of State following consultation with the relevant planning authority, the lead local flood authority and the Environment Agency on matters relating to their functions, provided that the Secretary of State is satisfied that any amendments to the approved details would not give rise to

(**a**) S.I. 2017/1012.

any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

Flood compensatory storage

14.—(1) No part of the authorised development is to commence until a detailed floodplain compensation scheme for that part, that reflects the mitigation within the flood risk assessment, has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

(2) The schemes prepared under sub-paragraph (1) must provide suitable flood storage for any flood waters that would be displaced by the authorised development in the 1 in 100 year plus 39% climate change allowance fluvial flood event.

(3) The schemes must be implemented as approved and subsequently maintained.

Flood risk assessment

15.—(1) Subject to sub-paragraph (2), the authorised development must be carried out in accordance with the flood risk assessment, including the mitigation measures detailed in it, so that no part of the authorised development is predicted to result in any exceedance of the flood levels to properties and land shown in the flood risk assessment.

(2) Sub-paragraph (1) does not apply in any circumstance where the undertaker proposes to carry out a part of the authorised development otherwise than in accordance with the flood risk assessment but either demonstrates to the Secretary of State's satisfaction, in consultation with the lead local flood authority and the Environment Agency—

(a) that the part of the authorised development concerned would not result in an exceedance of the flood levels shown in the flood risk assessment beyond 10mm; or

(b) demonstrates that all affected landowners accept the predicted exceedance of the flood levels shown in the flood risk assessment.

Noise Mitigation

16.—(1) No part of the authorised development is to commence until written details of the proposed noise mitigation for the use and operation of that part of the authorised development, including noise barriers, noise bunds and low noise surfacing, has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority.

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

(a) reflect the mitigation measures for operation included in Chapter 11, Noise and Vibration, of the environmental statement; or

(b) where these materially differ from these measures, must demonstrate that the mitigation proposed would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(3) The noise mitigation measures referred to in sub-paragraph (1) must be retained thereafter.

Pre-commencement works

17.—(1) Any pre-commencement works must be carried out in accordance with the pre-commencement plan.

(2) In this paragraph, "pre-commencement plan" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the pre-commencement plan for the purposes of this Order.

Highway Lighting

18.—(1) No part of the authorised development may be brought into use until a written scheme of the proposed highway lighting to be provided for that part of the authorised development has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the local highway authority on matters relating to their functions.

(2) The highway lighting scheme referred to in sub-paragraph (1) must encompass the specification, level of provision, energy efficiency, light spillage, intensity and brightness of the highway lighting and must—

(a) reflect the relevant mitigation measures included in Chapter 7 Landscape and Visual, Chapter 8 Biodiversity and Chapter 14 Climate of the environmental statement; or

(b) where it materially differs from these measures, must demonstrate that the mitigation proposed would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(3) The highway lighting must be provided in accordance with the approved details referred to in sub-paragraph (1).

(4) Nothing in this requirement restricts the lighting of the authorised development during its construction or where temporarily required for maintenance.

Langford Hall Estate

19.—(1) The construction of the new entrance at Langford Hall Estate forming part of Work No. 110 may not commence until the Applicant has submitted to the Secretary of State for its approval in writing, following consultation with the relevant landowner of Langford Hall Estate, Newark and Sherwood District Council and Historic England, the proposed design of the new entrance.

(2) The proposed design referred to in sub-paragraph (1) must accord with the landscaping principles shown on the environmental masterplan and any relevant mitigation identified in the first iteration environmental management plan.

(3) The new entrance must be constructed in accordance with the approved design.

Approvals and amendments to approved details

20. With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved under this Schedule, the approved details are taken to include any amendments that may subsequently be approved or agreed in writing by the Secretary of State.

Offsite Barn Owl Boxes

21.—(1) No part of the site clearance as part of the pre-commencement works is to begin until—

(a) written details have been submitted to the Secretary of State—

(i) demonstrating that the undertaker has secured the provision of the offsite barn owl boxes in accordance with the barn owl nest box specification;

(ii) including in relation to the offsite barn owl boxes, a regime of management measures substantially in accordance with those contained in the barn owl nest box specification; and

(b) the Secretary of State, following consultation with Natural England, has approved the matters listed in paragraph (a).

(2) The undertaker must—

(a) provide the offsite barn owl boxes prior to any site clearance as part of the pre-commencement works; and

(b) maintain the offsite barn owl boxes,

in accordance with the details approved by the Secretary of State under sub-paragraph (1)(b).

(3) In this paragraph, "barn owl nest box specification" means the document of that description listed in Schedule 10 (documents to be certified) and certified by the Secretary of State as the barn owl nest box specification for the purpose of this Order.

Offsite Bat Box

22.—(1) No part of the demolition of the former Mint Leaf restaurant as described in Work No. 95 is to commence until—

(a) written details have been submitted to the Secretary of State—

(i) demonstrating that the undertaker has secured the provision of the offsite bat box in accordance with the bat box specification;

(ii) including in relation to the offsite bat box, a regime of management measures substantially in accordance with those contained in the bat box specification; and

(b) the Secretary of State, following consultation with Natural England, has approved the matters listed in sub-paragraph (a).

(2) The undertaker must—

(a) provide the offsite bat box prior to the beginning of any demolition work to the former Mint Leaf restaurant as described in Work No. 95; and

(b) maintain the offsite bat box,

in accordance with the details approved by the Secretary of State under sub-paragraph (1)(b).

(3) In this paragraph, "bat box specification" means the bat box specification listed in Schedule 10 (documents to be certified) certified by the Secretary of State as the bat box specification for the purposes of this Order.

Agricultural Land Classification Surveys

23. Prior to any works commencing on the land shown hatched green on the agricultural land plan the undertaker must carry out agricultural land classification surveys on that land and update the Soils Management Plan accordingly based on the new data.

Façade design of the split block facing of the structure at Cattle Market

24.—(1) The construction of the split block facing of the reinforced soil walls that form Work Nos. 39A, 39B, 39C, 39D, 39E and 39F may not commence until the Applicant has submitted to Newark and Sherwood District Council and Nottinghamshire County Council for approval in writing the proposed design of the façade of those soil walls forming part of the structure at Cattle Market.

(2) The proposed design referred to in sub-paragraph (1) must accord with the design principles and not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(3) The façade must be constructed in accordance with the approved design.

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirements

25.—(1) Where an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement (including agreement or approval in respect of

part of a requirement) included in this Order, the Secretary of State must give notice to the undertaker of the decision on the application within a period of 8 weeks beginning with—

(a) the day immediately following that on which the application is received by the Secretary of State;

(b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 26 (further information); or

(c) such longer period as may be agreed between the parties.

(2) Subject to sub-paragraph (3), in the event that the Secretary of State does not determine an application within the period set out in sub-paragraph (1), the Secretary of State is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Where—

(a) an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement included in this Order;

(b) the Secretary of State does not determine such application within the period set out in sub-paragraph (1); and

(c) the application is accompanied by a report from a body required to be consulted under that requirement that considers it likely that the subject matter of the application is to give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement,

the application is taken to have been refused by the Secretary of State at the end of that period.

Further information

26.—(1) In relation to any part of an application made under this Schedule, the Secretary of State has the right to request such further information from the undertaker as is necessary to enable the Secretary of State to consider the application.

(2) In the event that the Secretary of State considers such further information to be necessary, the Secretary of State must, within 21 business days of receipt of the application, notify the undertaker in writing specifying the further information required and (if applicable) to which part of the application it relates. In the event that the Secretary of State does not give such notification within this 21 business day period the Secretary of State is deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

(3) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 25 (applications made under requirements) and in this paragraph.

(4) In this paragraph, "business day" means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 (bank holidays) of the Banking and Financial Dealings Act 1971(**a**).

Register of requirements

27.—(1) The undertaker must, as soon as practicable following the making of this Order, establish and maintain in an electronic form suitable for inspection by members of the public a register of those requirements contained in Part 1 of this Schedule that provide for further approvals to be given by the Secretary of State.

(**a**) 1971 c. 80.

(2) The register must set out in relation to each such requirement the status of the requirement, in terms of whether any approval to be given by the Secretary of State has been applied for or given, providing an electronic link to any document containing any approved details.

(3) The register must be maintained by the undertaker for a period of 3 years following completion of the authorised development.

Anticipatory steps towards compliance with any requirement

28. If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision of Part 1 of this Schedule, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

Details of consultation

29.—(1) With respect to any requirement which requires details to be submitted to the Secretary of State for approval under this Schedule following consultation with another party, the details submitted must be accompanied by a summary report enclosing the written responses received and setting out the consultation undertaken by the undertaker pursuant to that requirement to inform the details submitted and the undertaker's response to that consultation.

(2) Promptly after submission to the Secretary of State for approval, the undertaker must provide a copy of the summary report referred to under sub-paragraph (1) to the relevant consultees referred to in the requirement in relation to which approval is being sought from the Secretary of State.

SCHEDULE 3

Articles 15 and 21

CLASSIFICATION OF ROADS, ETC.

PART 1

TRUNK ROADS

(1) *Area*	*(2)* *Length of road*
Classification of Roads Plans – Sheet 1	
Farndon	The new A46 dual carriageway (northbound) between points 1 and2, a distance of 120 metres.
Farndon	The new A46 dual carriageway (southbound) between points 10 and 11, a distance of 75 metres.
Farndon, Newark	Farndon Roundabout from point 5, a distance of 360 metres.
Averham, Farndon, Newark, Winthorpe	The new A46 dual carriageway (northbound) between points 6 and 40 (sheet 6), a distance of 6,620 metres.
Averham, Farndon, Newark, Winthorpe	The new A46 dual carriageway (southbound) between points 7 and 52 (sheet 6), a distance of 6,620 metres.
Classification of Roads Plans – Sheet 3	
Newark	A46 northbound off-slip road to the Cattle Market Junction between points 12 and 14, a distance of 455 metres.
Newark	A46 southbound on-slip road from the Cattle Market Junction between points 13 and 24, a distance of 360 metres.
Newark	A46 northbound on-slip road from the Cattle Market Junction between points 19 and 26, a distance of 300 metres.

(1) *Area*	*(2)* *Length of road*
Newark	A46 southbound off-slip road to the Cattle Market Junction between points 20 and 25, a distance of 240 metres.
Classification of Roads Plans – Sheet 5	
Newark	A46 southbound on-slip road from the Brownhills Roundabout between points 27 and 36, a distance of 620 metres.
Newark	A46 northbound off-slip road to the new Brownhills Junction Roundabout between points 28 and 29, a distance of 250 metres.
Newark	The new Brownhills Junction Roundabout from point 32, a distance of 170 metres.
Newark	The northbound Brownhills Junction Link Road between points 34 and 35, a distance of 180 metres.
Newark	The southbound Brownhills Junction Link Road between points 33 and 37, a distance of 320 metres.
Winthorpe	The A46 northbound off-slip road to the service area between points 38 and 58, a distance of 170 metres.
Winthorpe	The A46 northbound on-slip road from the service area between points 59 and 41, a distance of 130 metres.
Winthorpe	The northbound Friendly Farmer Link Road between points 39 and 51 (sheet 6), a distance of 1,078 metres.
Winthorpe	The southbound Friendly Farmer Link Road between points 40 and 49 (sheet 6), a distance of 1,110 metres.
Classification of Roads Plans – Sheet 6	
Winthorpe Langford	The new Winthorpe Roundabout from point 60, a distance of 360 metres.
Winthorpe, Langford	The road through the new Winthorpe Roundabout between points 45 and 50, a distance of 115 metres.
Langford	The improved A46 dual carriageway (northbound)between the new Winthorpe Roundabout (point 44) and the existing A46 (point 56).
Langford	The improved A46 dual carriageway (northbound) for a distance of 65 metres between points 53 and 54, a distance of 65 metres.
Langford	The improved A46 dual carriageway (southbound) between points 55 and 46, a distance of 215 metres.

PART 2

CLASSIFIED A ROADS

(1) *Area*	*(2)* *Length of road*
Classification of Roads Plans – Sheet 3	
Newark	The A617 between points 15 and 16, a distance of 205 metres.
Newark	The realigned A616 Great North Road between points 17 and 18, a distance of 40 metres.
Newark	The Cattle Market Junction Circulatory from point 23, a distance of 390 metres.
Classification of Roads Plans – Sheet 6	
Winthorpe, Langford	The realigned A1133between points 42 and 43, a distance of 320 metres.

PART 3

CLASSIFIED B ROADS

(1) *Area*	*(2)* *Length of road*
Classification of Roads Plans – Sheet 1	
Newark	Farndon Road between points 8 and 9, a distance of 78 metres.
Classification of Roads Plans – Sheet 3	
Newark	The B6326 Great North Road between points 21 and 22, a distance of 225 metres.

PART 4

UNCLASSIFIED ROADS

(1) *Area*	*(2)* *Length of road*
Classification of Roads Plans – Sheet 1	
Farndon	Fosse Road between points 3 and 4, a distance of 35 metres.
Classification of Roads Plans – Sheet 5	
Newark	Winthorpe Road between points 30 and 31, a distance of 60 metres.
Classification of Roads Plans – Sheet 6	
Winthorpe, Langford	The realigned Drove Lane between points 47 and 48, a distance of 185 metres.

PART 5

SPEED LIMITS

Note: Where speed limits are indicated on the permanent speed limits plans but are not referenced in this Schedule, they indicate that national speed limits apply in accordance with either—

(a) the national speed limit set out in—

(i) section 86 (speed limits for particular classes of vehicles)(a) of and Schedule 6 (speed limits for vehicles of certain classes)(b) to the 1984 Act; and

(ii) the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) Order 1977 as varied by the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) (Variation) Order 1978 and continued indefinitely by Regulation 2 of the 70 Miles Per Hour, 60 Miles Per Hour and 50 Miles Per Hour (Temporary Speed Limit) (Continuation) Order 1978(c); or

(b) sections 81 (general speed limit for restricted roads) and 82(d) (what roads are restricted roads) of the 1984 Act (which makes provision about speed limits on 'restricted roads' by reference to street lighting),

and are not subject to this Order.

(**a**) There are amendments to section 86 which are not relevant to this Order.
(**b**) There are amendments to Schedule 6 which are not relevant to this Order.
(**c**) S.I. 1978/1548. The 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) Order 1977 and the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) (Variation) Order 1978 were not statutory instruments.
(**d**) There are amendments to sections 81 and 82 which are not relevant to this Order.

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Speed limit*
Permanent Speed Limit Plans – Sheet 1		
Farndon	The A46 (northbound) between points 1 and 3, a distance of 120 metres.	Removal of restricted road status 40 miles per hour
Farndon	The A46 (southbound) between points 2 and 4, a distance of 75 metres.	Removal of restricted road status 40 miles per hour
Farndon, Newark	The Farndon Roundabout from point 12, a distance of 360 metres.	Removal of restricted road status 40 miles per hour
Farndon	Fosse Road (south-westbound) between points 15 and 16, a distance of 30 metres.	Removal of restricted road status 40 miles per hour
Farndon	Fosse Road (north-eastbound) between points 13 and 14, a distance of 35 metres.	Removal of restricted road status 40 miles per hour
Newark	Farndon Road (south-westbound) between points 5 and 6, a distance of 20 metres.	Removal of restricted road status 40 miles per hour
Newark	Farndon Road (north-eastbound) between points 8 and 9, a distance of 30 metres.	Removal of restricted road status 40 miles per hour
Farndon	The A46 (northbound) between points 11 and 102, a distance of 70 metres.	Removal of restricted road status 40 miles per hour
Farndon	The A46 (northbound) between points 102 and 17, a distance of 30 metres.	40 miles per hour
Newark	The A46 (southbound)between points 10 and 18, a distance of 90 metres.	Removal of restricted road status 40 miles per hour
Newark	The A46 (southbound) between points 18 and 103, a distance of 80 metres.	Removal of restricted road status National speed limit
Permanent Speed Limit Plans – Sheet 3		
Newark	The A46 northbound off-slip road to the Cattle Market Junction between points 19 and 104, a distance of 280 metres.	National speed limit
Newark	The A46 northbound off-slip road to the Cattle Market Junction between points 104 and point 21, a distance of 110 metres.	Removal of restricted road status National speed limit
Newark	The A46 southbound on-slip road from the Cattle Market Junction between points 20 and 105, a distance of 300 metres.	National speed limit
Newark	The A46 southbound on-slip road from the Cattle Market Junction between points 105 and 101, a distance of 40 metres.	Removal of restricted road status National speed limit
Newark, Winthorpe	The A46 (northbound) between points 22 and 110 (sheet 5), a distance of	50 miles per hour

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Speed limit*
	3,160 metres.	
Newark,Winthorpe	The A46 (southbound) between points 23 and 111 (sheet 5), a distance of 3,160 metres.	50 miles per hour
Newark	The A46 southbound off-slip road to the Cattle Market Junction between points 29 and 106, a distance of 120 metres.	Removal of restricted road status 50 miles per hour
Newark	The A46 southbound off-slip road to the Cattle Market Junction between points 106 and 38, a distance of 85 metres.	50 miles per hour
Newark	The A46 northbound on-slip road from the Cattle Market Junction between points 32 and 39, a distance of 215 metres.	50 miles per hour
Newark	The A617 between points 36 and 107, a distance of 85 metres.	50 miles per hour
Newark	The A617 between points 107 and 100, a distance of 80 metres.	Removal of restricted road status 50 miles per hour
Newark	The realigned A616 Great North Road between points 33 and 34, a distance of 55 metres.	Removal of restricted road status 50 miles per hour
Permanent Speed Limit Plans – Sheet 5		
Newark	The A46 southbound on-slip road from the Brownhills Roundabout between points 40 and 109, a distance of 460 metres.	50 miles per hour
Newark	The A46 southbound on-slip road from the Brownhills Roundabout between points 109 and 49, a distance of 160 metres.	Removal of restricted road status 50 miles per hour
Newark	The A46 northbound off-slip road to the new Brownhills Junction Roundabout between points 41 and 108, a distance of 160 metres.	50 miles per hour
Newark	The A46 northbound off-slip road to the new Brownhills Junction Roundabout between points 108 and 42, a distance of 90 metres.	Removal of restricted road status 50 miles per hour
Newark	The new Brownhills Junction Roundabout as shown at point 45, a distance of 170 metres.	Removal of restricted road status 50 miles per hour
Newark	The new link to Winthorpe Road between points 43 and 44, a distance of 60 metres.	Removal of restricted road status National speed limit
Newark	The Brownhills Junction Link Road between points 47 and 48, a distance of 180 metres.	Removal of restricted road status 50 miles per hour
Newark	The Brownhills Junction Link Roadbetween points 46 and 60, a	Removal of restricted road status

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Speed limit*
	distance of 320 metres.	50 miles per hour
Newark	Lincoln Road north-eastbound between points 50 and 51, a distance of 30 metres.	Removal of restricted road status 50 miles per hour
Newark	Lincoln Road south-westbound between points 52 and 53, a distance of 30 metres.	Removal of restricted road status 50 miles per hour
Newark	The Brownhills Roundabout as shown at point 54, a distance of 185 metres.	Removal of restricted road status 50 miles per hour
Newark	The A1 northbound on-slip road between points 58 and 59, a distance of 30 metres.	Removal of restricted road status 50 miles per hour
Newark	The A1 northbound off-slip road between points 57 and 58, a distance of 30 metres.	Removal of restricted road status 50 miles per hour
Newark, Winthorpe	Existing A1 Crossing (eastbound) between points 56 and 73, a distance of 340 metres.	Removal of restricted road status 50 miles per hour
Newark, Winthorpe	Existing A1 Crossing (westbound) between points 55 and 61, a distance of 340 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The Friendly Farmer Roundabout as shown at point 70, a distance of 165 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The A1 southbound on-slip road between points 64 and 65, a distance of 20 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The A1 southbound off-slip road between points 62 and 63, a distance of 20 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The A17 (westbound) between points 66 and 67, a distance of 20 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The A17 (eastbound) between points 68 and 69, a distance of 20 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The A46 northbound off-slip road to the service area between points 74 and 75, a distance of 170 metres.	50 miles per hour
Winthorpe	The A46 northbound on-slip road from the service area between points 76 and 77, a distance of 130 metres.	50 miles per hour
Winthorpe	The new A46 dual carriageway (northbound) between points 110 and 95 (sheet 6), a distance of 890 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The new A46 dual carriageway (southbound) between points 111 and 78 (sheet 6), a distance of 890 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	Friendly Farmer Link Road (northbound) between points 72 and 112, a distance of 230 metres.	Removal of restricted road status

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Speed limit*
		50 miles per hour
Winthorpe	Friendly Farmer Link Road (northbound) between points 112 and 113 (sheet 6), a distance of 740 metres.	50 miles per hour
Winthorpe	Friendly Farmer Link Road (southbound) between points 71 and 112, a distance of 215 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	Friendly Farmer Link Road (southbound) between points 112 and 113 (sheet 6), a distance of 740 metres.	50 miles per hour
Permanent Speed Limit Plans – Sheet 6		
Winthorpe	Friendly Farmer Link Road (northbound) between points 113 and 79, a distance of 110 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	Friendly Farmer Link Road (southbound) between points 113 and 82, a distance of 155 metres.	Removal of restricted road status 50 miles per hour
Winthorpe, Langford	The new Winthorpe Roundabout as shown at point 81, a distance of 360 metres.	Removal of restricted road status 50 miles per hour
Winthorpe, Langford	The new road through Winthorpe Roundabout between points 80 and 89, a distance of 115 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The realigned A1133 (eastbound) between point 91 and point 92, a distance of 40 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The realigned A1133 (westbound)between points 92 and 94, a distance of 55 metres.	Removal of restricted road status 50 miles per hour
Winthorpe	The realigned A1133 between points 92 and 93, a distance of 70 metres.	Removal of restricted road status National speed limit
Winthorpe, Langford	The realigned Drove Lane (westbound) between points 83 and 84, a distance of 30 metres.	Removal of restricted road status 50 miles per hour
Langford	The realigned Drove Lane (eastbound) between points 84 and 86, a distance of 35 metres.	Removal of restricted road status 50 miles per hour
Langford	The realigned Drove Lane between points 84 and 85, a distance of 80 metres.	Removal of restricted road status National speed limit
Langford	The A46 (northbound) between points 88 and 96, a distance of 45 metres.	Removal of restricted road status 50 miles per hour
Langford	The A46 (northbound) between points 90 and 114, a distance of 50 metres.	Removal of restricted road status 50 miles per hour
Langford	The A46 (northbound) between points 96 and 98, a distance of 20 metres.	Removal of restricted road status National speed limit
Langford	The A46 (southbound) between points	Removal of restricted road

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Speed limit*
	87 and 97, a distance of 55 metres.	status 50 miles per hour
Langford	The A46 (southbound) between points 97 and 99, a distance of 165 metres.	Removal of restricted road status National speed limit

PART 6

TRAFFIC REGULATION MEASURES (CLEARWAYS)

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Measures*
Traffic Regulation Measures Plans – Sheet 1		
Farndon CP	The new A46 dual carriageway (northbound) between points 1-5 and 1-6 a distance of 120 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Farndon CP	The new A46 dual carriageway (southbound) between points 1-3 and 1-4, a distance of 75 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Farndon CP, Newark CP	The Farndon Roundabout from point 1-1 round to point 1-1, a distance of 360 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Farndon CP, Newark CP, Averham CP, Winthorpe CP	The new A46 dual carriageway (northbound) between points 1-2 and 6-8 (sheet 6), a total distance of 6,620 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Farndon CP, Newark CP, Averham CP, Winthorpe CP	The new A46 dual carriageway (southbound) between points 1-7 and 6-14 (sheet 6), a total distance of 6,620 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Traffic Regulation Measures Plans – Sheet 3		
Newark CP	The A46 northbound off-slip road to the Cattle Market Junction between points 3-1 and 3-2, a distance of 455 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Newark CP	The A46 northbound on-slip road from the Cattle Market Junction between points 3-3 and 3-4, a distance of 300 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Newark CP	The A46 southbound off-slip road to the Cattle Market Junction between points 3-5 and 3-6, a distance of 240 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Newark CP	The A46 southbound on-slip road to the Cattle Market Junction between points 3-7 and 3-8, a distance of 360 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Newark CP	The whole of the Cattle Market Junction Circulatory from point 3-9 round to point 3-9, a distance of 390 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Traffic Regulation Measures Plans – Sheet 5		
Newark CP	The A46 southbound on-slip road from the Brownhills Roundabout points 5-8 and 5-12, for a total distance of 620 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Newark CP	The A46 northbound off-slip road to the new	Clearway (including verges

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Measures*
	Brownhills Junction Roundabout between points 5-1 and 5-2, a distance of 250 metres.	and hard strip but excluding lay-bys)
Newark CP	The new Brownhills Junction Roundabout from point 5-3 round to point 5-3, a total distance of 170 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Newark CP	The Brownhills Junction Link Road between points 5-4 and 5-7, a distance of 320 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Newark CP	The Brownhills Junction Link Road between points 5-5 and 5-6, a distance of 50 metres.	Clearway (including verges and hard strip but excluding lay-bys)
Winthorpe CP	The Friendly Farmer Link Road (northbound) between points 5-10 and 5-9, for a total distance of 190 metres.	Clearway (to include verges and hard strips)
Winthorpe CP	The Friendly Farmer Link Road (southbound) between points 5-9 and 5-11, for a total distance of 175 metres.	Clearway (to include verges and hard strips)
Winthorpe CP	The Friendly Farmer Link Road (both directions) between points 5-9 and 6-1 (sheet 6) for a total distance of 780 metres.	Clearway (to include verges and hard strips)
Traffic Regulation Measures Plans – Sheet 6		
Winthorpe CP	The Friendly Farmer Link Road (northbound) between points 6-1 and 6-3, for a total distance of 105 metres.	Clearway (to include verges and hard strips)
Winthorpe CP	The Friendly Farmer Link Road (southbound) between points 6-2 and 6-1, for a total distance of 170 metres.	Clearway (to include verges and hard strips)
Winthorpe CP, Langford CP	The new Winthorpe Roundabout from point 6-6 round to point 6-6, for a total distance of 360 metres.	Clearway (to include verges and hard strips)
Winthorpe CP, Langford CP	The road through Winthorpe Roundabout between points 6-9 and 6-10, for a total distance of 115 metres.	Clearway (to include verges and hard strips)
Langford CP	The new A46 dual carriageway (southbound) between points 6-7 and 6-4, for a total distance of 215 metres.	Clearway (to include verges and hard strips)
Langford CP	The new A46 dual carriageway (northbound) between points 6-11 and 6-5, for a total distance of 65 metres.	Clearway (to include verges and hard strips)
Langford CP	The new link between Winthorpe Roundabout and the A46 northbound between points 6-12 and 6-13, for a total distance of 50 metres.	Clearway (to include verges and hard strips)

PART 7

TRAFFIC REGULATION MEASURES (WAITING RESTRICTIONS)

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Measures*
Traffic Regulation Measures Plans – Sheet 3		
Newark CP	The altered B6326 Great North Road (both	No Waiting at Any Time

(1) *Parish(es)*	*(2)* *Road name, number and length*	*(3)* *Measures*
	carriageways) between points 3-C and 3-D, a distance of 206m.	

PART 8

TRAFFIC REGULATION MEASURES (NO ENTRY)

(1) *Parish(es)*	*(2)* *Road name, number and length to which entry is prohibited*	*(3)* *Road name, number and length from which entry is prohibited*	*(4)* *Measures*
Traffic Regulation Measures Plans – Sheet 3			
Newark CP	Reference 3-A The A46 northbound off-slip road from the Cattle Market Junction.	Cattle Market Junction	No Entry
Newark CP	Reference 3-B The A46 southbound off-slip road to the Cattle Market Junction.	Cattle Market Junction	No Entry
Traffic Regulation Measures Plans – Sheet 5			
Newark CP	Reference 5-A The A46 northbound off-slip road to the new Brownhills Junction Roundabout.	The new Brownhills Junction Roundabout	No Entry
Winthorpe CP	Reference 5-B The new Friendly Farmer Link Road – eastbound.	The service area exit	No right turn
Winthorpe CP	Reference 5-C The left-in access to the Newark Showground.	Newark Showground	No Entry
Winthorpe CP	Reference 5-D The A46 northbound off-slip road to the service area.	The service area	No Entry
Winthorpe CP	Reference 5-E The service area exit.	The new Friendly Farmer Link	No Entry
Traffic Regulation Measures Plans – Sheet 6			
Langford CP	Reference 6-A Drove Lane eastbound.	Newark Showground	No right turn
Langford CP	Reference 6-B The A46 southbound.	Winthorpe Roundabout	No Entry
Winthorpe CP	Reference 6-C The Friendly Farmer Link Road northbound.	Winthorpe Roundabout	No Entry
Winthorpe CP	Reference 6-D The A46 northbound.	Winthorpe Roundabout	No Entry
Langford CP	Reference 6-E Winthorpe Roundabout.	The road through Winthorpe Roundabout northbound	No right turn

(1) *Parish(es)*	*(2)* *Road name, number and length to which entry is prohibited*	*(3)* *Road name, number and length from which entry is prohibited*	*(4)* *Measures*
Langford CP	Reference 6-F The left-out egress from the Newark Showground.	Drove Lane	No Entry
Langford CP	Reference 6-G The road through Winthorpe Roundabout northbound.	Winthorpe Roundabout	No Entry

PART 9

REVOCATIONS & VARIATIONS OF EXISTING TRAFFIC REGULATION ORDERS

(1) *Parishes*	*(2)* *Road name, number and length*	*(3)* *Title of Order*	*(4)* *Revocations or variations*
Traffic Regulation Measures Plans – Sheet 1			
Farndon CP	The existing A46 (southbound) carriageway between points 1/5 and 1/6, a total distance of 75 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012(**a**)	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Farndon CP	The existing A46 (southbound) carriageway between points 1/5 and 1/6 (inset A), a total distance of 75 metres.	The A46 Trunk Road (Farndon, Nottinghamshire) (40 Miles Per Hour Speed Limit) Order 2019(**b**)	The variation of the order to exclude the length of road referred to in column (2) from the speed limit in article 2 of the Order.
Farndon CP	The existing A46 (northbound) carriageway between points 1/7 and 1/8, a total distance of 120 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Farndon CP	The existing A46 (northbound) carriageway between points 1/7 and 1/8 (inset A) , a total distance of 120 metres.	The A46 Trunk Road (Farndon, Nottinghamshire) (40 Miles Per Hour Speed Limit) Order 2019	The variation of the order to exclude the length of road referred to in column (2) from the speed limit in article 2 of the Order.

(**a**) S.I. 2012/1082
(**b**) S.I. 2019/1565

(1) *Parishes*	*(2)* *Road name, number and length*	*(3)* *Title of Order*	*(4)* *Revocations or variations*
Farndon CP, Newark CP	Farndon Roundabout from point 1/1 round to point 1/1, a total distance of 360 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Farndon CP, Newark CP	Farndon Roundabout from point 1/1 round to point 1/1 (inset A) , a total distance of 360 metres.	The A46 Trunk Road (Farndon, Nottinghamshire) (40 Miles Per Hour Speed Limit) Order 2019	The variation of the order to exclude the length of road referred to in column (2) from the speed limit in article 2 of the Order.
Farndon CP	The existing A46 (northbound) carriageway between points 1/2 and 1/3, a distance of 105 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Farndon CP	The existing A46 (northbound) carriageway between points 1/2 and 1/9 (inset A), a distance of 100 metres.	The A46 Trunk Road (Farndon, Nottinghamshire) (40 Miles Per Hour Speed Limit) Order 2019	The variation of the order to exclude the length of road referred to in column (2) from the speed limit in article 2 of the Order.
Newark CP	The existing A46 (southbound) carriageway between points 1/3 and 1/4, a total distance of 98 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Newark CP	The existing A46 (southbound) carriageway between points 1/10 and 1/4 (inset A), a total distance of 100 metres.	The A46 Trunk Road (Farndon, Nottinghamshire) (40 Miles Per Hour Speed Limit) Order 2019	The variation of the order to exclude the length of road referred to in column (2) from the speed limit in article 2 of the Order.
Farndon CP, Averham CP, Newark CP	The existing A46 (both directions) between points 1/3 and 3/3 (sheet 3), a total distance of 2,406 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting)	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.

(1) *Parishes*	*(2)* *Road name, number and length*	*(3)* *Title of Order*	*(4)* *Revocations or variations*
		Order 2012	
Traffic Regulation Measures Plans – Sheet 2			
Newark CP	Reference 2/A Existing layby adjacent to the existing A46 (southbound) carriageway.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the layby referred to in column (2) from the restriction on waiting for the purposes of selling or dispensing of goods from a vehicle in article 6 of the Order.
Traffic Regulation Measures Plans – Sheet 3			
Newark CP	Reference 3/A Existing layby adjacent to the existing A46 (northbound) carriageway.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the layby referred to in column (2) from the restriction on waiting for the purposes of selling or dispensing of goods from a vehicle in article 6 of the Order.
Newark CP	The existing A46 (northbound) carriageway between points 3/3 and 3/2, a distance of 60 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Newark CP	The existing A46 (southbound) carriageway between points 3/4 and 3/3, a distance of 65 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Newark CP	The existing A46 (northbound) carriageway between points 3/8 and 3/7, a distance of 95 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Newark CP	The existing A46 (southbound) carriageway between	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to	The variation of the order to exclude the length of road referred

(1) *Parishes*	*(2)* *Road name, number and length*	*(3)* *Title of Order*	*(4)* *Revocations or variations*
	points 3/7 and 3/6, a distance of 92 metres.	A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	to in column (2) from the restriction on waiting in article 3 of the Order.
Newark CP	The existing Cattle Market Junction Circulatory from point 3/9 round to point 3/9, a distance of 240 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Newark CP	Reference 3/B The existing layby adjacent to the A46 southbound carriageway.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the layby referred to in column (2) from the restriction on waiting for the purposes of selling or dispensing of goods from a vehicle in article 6 of the Order.
Newark CP	The existing A46 (both carriageways) between points 3/7 and 5/1 (sheet 5), a total distance of 2,558 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Traffic Regulation Measures Plans – Sheet 5			
Newark CP	Reference 5/A The existing layby adjacent to the A46 northbound carriageway.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the layby referred to in column (2) from the restriction on waiting for the purposes of selling or dispensing of goods from a vehicle in article 6 of the Order.
Winthorpe CP	The existing A46 (northbound) carriageway between points 5/2 and 6/1 (sheet 6, inset A), a total distance of 1,117 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting)	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.

(1) *Parishes*	*(2)* *Road name, number and length*	*(3)* *Title of Order*	*(4)* *Revocations or variations*
		Order 2012	
Winthorpe CP	The existing A46 (southbound) carriageway between points 5/3 and 6/2 (sheet 6, inset A), a total distance of 1,106 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Traffic Regulation Measures Plans – Sheet 6			
Winthorpe CP, Langford CP	The existing Winthorpe Roundabout from point 6/3 round to point 6/3 (inset A), a distance of 208 metres.	The A46 Trunk Road (A607 Hobby Horse Roundabout, Syston, to A1133 Winthorpe Roundabout, Newark-on-Trent) (24 Hours Clearway and Prohibition of Waiting) Order 2012	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Langford CP	The existing A46 (southbound) carriageway between points 6/5 and 6/4 (inset A) a total distance of 210 metres.	The A46 Trunk Road (Newark to Lincoln) (24 Hours Clearway) Order 2013(**a**)	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.
Langford CP	The existing A46 (northbound) carriageway between points 6/7 and 6/6 (inset A), a total distance of 77 metres.	The A46 Trunk Road (Newark to Lincoln) (24 Hours Clearway) Order 2013	The variation of the order to exclude the length of road referred to in column (2) from the restriction on waiting in article 3 of the Order.

PART 10

CYCLE TRACKS

(1) *Area*	*(2)* *Length of Cycle track*
Streets, Rights of Way and Access Plans – Sheet 3	
Newark CP	A cycle track comprised in a highway between points F-3A and F-3B, a distance of 65 metres.
Newark CP	A cycle track comprised in a highway between points F-3C and F-3D (inset A), a distance of 127 metres.
Newark CP	A cycle track comprised in a highway between points F-3E and F-3F, a distance of 100 metres (see inset D for detail of the cycle

(**a**) S.I. 2003/3263

	track running under the A46 at the Cattle Market Junction).
Newark CP	A cycle track comprised in a highway between points F-3G and F-3H, a distance of 175 metres.
Newark CP	A cycle track comprised in a highway between points F-3I and F-3J, a distance of 30 metres.
Streets, Rights of Way and Access Plans – Sheet 5	
Newark CP	A cycle track comprising a highway between points F-5A and F-5E (inset C), a distance of 52 metres.
Newark CP	A cycle track comprised in a highway between points F-5F and F-5L (inset C), a distance of 112 metres.
Newark CP	A cycle track comprising a highway between points F-5L and F-5B (inset C), a distance of 144 metres.
Winthorpe CP	A cycle track comprised in a highway between points F-5C and F-5G, a distance of 53 metres.
Winthorpe CP	A cycle track comprising a highway between points F-5H and F-5I, a distance of 516 metres.
Winthorpe CP	A cycle track comprised in a highway between points F-5I and F-5N, a distance of 755 metres.
Winthorpe CP	A cycle track comprising a highway between points F-5N and F-6D (sheet 6), a distance of 385 metres.
Winthorpe CP	A cycle track comprised in a highway between points F-5D and F-5O, a distance of 60 metres.
Winthorpe CP	A cycle track comprising a highway between points F-5O and F-5M, a distance of 300 metres.
Winthorpe CP	A cycle track comprised in a highway between points F-5M and F-5J, a distance of 287 metres.
Winthorpe CP, Langford CP	A cycle track comprised in a highway between points F-5K and F-6H (sheet 6), a distance of 494 metres.
Streets, Rights of Way and Access Plans – Sheet 6	
Langford CP	A cycle track comprised in a highway between points F-6A and F-6B, a distance of 96 metres.
Winthorpe CP, Langford CP	A cycle track comprised in a highway between points F-6C and F-6E, a distance of 222 metres.
Langford CP	A cycle track comprised in a highway between points F-6F and F-6G, a distance of 64 metres.

SCHEDULE 4

Articles 12, 19 and 44

PERMANENT STOPPING UP OF HIGHWAYS AND PRIVATE MEANS OF ACCESS & PROVISION OF NEW HIGHWAYS AND PRIVATE MEANS OF ACCESS

In relating this Schedule to the streets, rights of way and access plans, the provisions described in this Schedule are shown on the streets, rights of way and access plans in the following manner—

(a) Existing highways to be stopped up, as described in column (2) of Parts 1 and 2 of this Schedule, are shown—

(i) in respect of carriageway highways, by hexagonal black hatching (as shown in the key on those plans) over the extent of the area to be stopped up; and

(ii) in respect of public rights of way, by a dark red dashed line with the letter "X" in the intervals (as shown in the key on those plans) along the extent to be stopped up,

as described in column (3) of Parts 1 and 2 of this Schedule.

(b) New highways which are to be substituted for a highway to be stopped up (or which are otherwise to be provided), as specified in column (4) of Part 2 and column (2) of Part 3 of this Schedule, are shown by light blue shading (for trunk roads), dark pink shading (for other classified roads and highways) and a solid magenta line (for cycle tracks) (as shown in the key) and will be a road unless the word 'cycle track' appears in column (4) of Part 2 or column (2) of Part 3 of this Schedule.

(c) Private means of access to be stopped up, as described in column (2) of Parts 4 and 6 of this Schedule, are shown by light pink shading (as shown in the key) over the extent to be stopped up, as described in column (3) of Parts 4 and 6 of this Schedule, and are given a reference label.

(d) New private means of access to be substituted for a private means of access to be stopped up (or which are otherwise to be provided), as specified in column (4) of Part 4 and column (2) of Part 5 of this Schedule, are shown by green shading.

PART 1

HIGHWAYS TO BE STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Highway to be stopped up*	*(3)* *Extent of stopping up*
Streets, Rights of Way and Access Plans – Sheet 3		
Newark CP	Footpath, FP14	The existing footpath between points FX-3A and FX-3B, a distance of 117 metres.
Newark CP	Footpath, FP14	The existing footpath between points FX-3C and FX-3D, a distance of 120 metres.
Streets, Rights of Way and Access Plans – Sheet 5		
Winthorpe CP	Footpath, FP2	The existing footpath between points FX-5F and FX-5G, a distance of 87 metres.
Winthorpe CP	Footpath, FP3	The existing footpath between points FX-5D and FX-5E, a distance of 16 metres.

PART 2

HIGHWAYS TO BE STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Highway to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New highway to be substituted/provided*
Streets, Rights of Way and Access Plans – Sheet 3			
Newark CP	B6326 Great North Road	Reference 3C (inset A) The existing B6326 Great North Road starting at the existing Cattle Market Roundabout to a point	The altered B6326 Great North Road between points H-3L and H-3K, a distance of 243 metres.

(1) *Area*	*(2)* *Highway to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New highway to be substituted/provided*
		286 metres south-east.	
Newark CP	A617	Reference 3D (inset A) The existing A617 starting at the existing Cattle Market Roundabout to a point 42 metres west.	The realigned A617 between points H-3E and H-3F, a distance of 205 metres.
Newark CP	A616 Great North Road	Reference 3E (inset A) The existing A616 Great North Road starting at the existing Cattle Market Roundabout to a point 86 metres north-west.	The realigned A616 Great North Road points H-3I and H-3H, a distance of 70 metres.
Newark CP	Cattle Market Roundabout	Reference 3F (inset A) The existing Cattle Market Roundabout.	The Cattle Market Junction Circulatory at point H-3U (inset A), a distance of 390 metres.
Newark CP	A46	Reference 3K (inset A) The existing A46 starting at the existing Cattle Market Roundabout to a point 60 metres south-west.	The A46 northbound off-slip road to the Cattle Market Junction from point H-3A to point H-3B, from point, a distance of 455 metres; and the A46 southbound on-slip road from the Cattle Market Junction between points H-3D to H-3C, a distance of 360 metres.
Newark CP	A46	Reference 3L (inset A) The existing A46 starting at the existing Cattle Market Roundabout to a point 75 metres east.	The A46 northbound on-slip road from the Cattle Market Junction between points H-3O to H-3P, a distance of 300 metres.; and the A46 southbound off-slip road to the Cattle Market Junction between points H-3N to H-3M, a distance of 240 metres.
Streets, Rights of Way and Access Plans – Sheet 5			
Newark CP	Trent Valley Way/National Cycle Network Route 64	The existing route between points FX-5A to FX-5B, a	A cycle track comprising a highway between points F-5A

(1) *Area*	*(2)* *Highway to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New highway to be substituted/provided*
		distance of 269 metres.	and F-5E (inset C), a distance of 52 metres; a cycle track comprised in a highway between points F-5F and F-5L (inset C), a distance of 112 metres; and a cycle track comprising a highway between points F-5L and F-5B (inset C), a distance of 144 metres.
Newark CP	Winthorpe Road	Reference 5A (inset C) The existing Winthorpe Road for a distance of 167 metres.	The Brownhills Junction Link Road between points H-5F to H-5E, a distance of 179 metres; the new Brownhills Junction Roundabout between points H-5E and H-5P, a distance of 67 metres; and the new Winthorpe Road between points H-5P and H-5O, a distance of 57 metres.
Winthorpe CP	A46	Reference 5J (inset A) The existing A46 (both directions) starting at the Friendly Farmer Roundabout to a point 120m metres northeast.	The Friendly Farmer Link Road from point H-5J to point H-6I (sheet 6), a distance of 1,870 metres.
Winthorpe CP	A46 (southbound)	Reference 5K (inset A) The entrance/exit to/from the service area south of the A46 starting at the A46 to a point 8 metres to the southeast.	The new A46 dual carriageway exit from the service area between points H-5S to H-5R, a distance of 15 metres.
Winthorpe CP	A46 (northbound)	Reference 5L (inset A) The entrance to the service area north of the A46 starting at the A46 to a point 15m to the north.	The A46 northbound off-slip road to the service area between points H-5K and H-5L, a distance of 170 metres.
Winthorpe CP	A46 (northbound)	Reference 5M (inset A)	The A46 northbound on-slip road from the

(1) *Area*	*(2)* *Highway to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New highway to be substituted/provided*
		The exit from the service area north of the A46 starting at the A46 to a point 15 metres to the west.	service area between points H-5M and H-5N, a distance of 130 metres.
Streets, Rights of Way and Access Plans – Sheet 6			
Winthorpe CP, Langford CP	Winthorpe Roundabout	Reference 6A (inset A) The existing Winthorpe Roundabout.	The new Winthorpe Roundabout from point H-6M round the roundabout to point H-6M, a distance of 360 metres.
Winthorpe CP, Langford CP	A1133	Reference 6B (inset A) The existing A1133 starting at Winthorpe Roundabout to a point 348 metres north-west.	The realigned A1133 between points H-6C and H-6B, a distance of 320 metres.
Winthorpe CP, Langford CP	Drove Lane	Reference 6D (inset A) The existing Drove Lane starting at the existing Winthorpe Roundabout to a point 195 metres south-east.	The realigned Drove Lane between points H-6F and H-6G, a distance of 185 metres.

PART 3

NEW HIGHWAYS WHICH ARE OTHERWISE TO BE PROVIDED

(1) *Area*	*(2)* *New highway to be provided*
Streets, Rights of Way and Access Plans – Sheet 1	
Farndon CP	The A46 (northbound) between points H-1A and H-1B, a distance of 120 metres.
Farndon CP	Fosse Road between points H-1C and H-1D, a distance of 35 metres.
Farndon CP, Newark CP	Farndon Roundabout from point H-1G round the roundabout to point H-1G, a distance of 360 metres.
Newark CP	Farndon Road between points H-1M and H-1N, a distance of 65 metres.
Farndon CP	The A46 (southbound) between points H-1I and H-1H, a distance of 75 metres.
Farndon CP, Newark CP, Averham CP, Winthorpe CP, Langford CP	The A46 (northbound) between points H-1Q and H-6A (sheet 6), a distance of 6,620 metres.
Farndon CP, Newark CP, Averham CP, Winthorpe CP, Langford CP	The A46 (southbound) between points H-1P and H-6K (sheet 6), a distance of 6,620 metres.
Streets, Rights of Way and Access Plans – Sheet 5	

(1) *Area*	*(2)* *New highway to be provided*
Newark CP	The A46 northbound off-slip road to the new Brownhills Junction Roundabout between points H-5A and point H-5B, a distance of 250 metres.
Newark CP	The A46 southbound on-slip road from the Brownhills Roundabout points H-5G and H-5Q, a distance of 620 metres.
Newark CP	The new Brownhills Junction Roundabout from point H-5I round the roundabout to point H-5I, a distance of 170 metres.
Newark CP	The Brownhills Junction Link Road between points H-5C and H-5D, a distance of 320 metres.
Winthorpe CP	The new cycle track comprised in a highway between points F-5C and F-5G, a distance of 53 metres.
Winthorpe CP	The new cycle track comprising a highway between points F-5H and F-5I, a distance of 516 metres.
Winthorpe CP	The new cycle track comprised in a highway between points F-5I and F-5N, a distance of 755 metres.
Winthorpe CP	The new cycle track comprising a highway between points F-5N and F-6D (sheet 6), a distance of 385 metres.
Winthorpe CP	A cycle track comprised in a highway between points F-5D and F-5O, a distance of 60 metres.
Winthorpe CP	A cycle track comprising a highway between points F-5O and F-5M, a distance of 300 metres.
Winthorpe CP	The new cycle track comprised in a highway between points F-5M and F-5J, a distance of 287 metres.
Winthorpe CP, Langford CP	The new cycle track comprised in a highway between points F-5K and F-6H (sheet 6), a distance of 494 metres.
Streets, Rights of Way and Access Plans – Sheet 6	
Langford CP	The new A46 (northbound)between points H-6N and H-6E, a distance of 65 metres.
Langford CP	The new A46 (southbound) between points H-6J and H-6L, a distance of 215 metres.

PART 4

PRIVATE MEANS OF ACCESS TO BE STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Private means of access to be stopped*	*(3)* *Extent of stopping up*	*(4)* *New private means of access to be substituted or provided*
Streets, Rights of Way and Access Plans – Sheet 1			
Farndon CP, Newark CP	Reference 1A (inset A) The existing private means of access to Windmill Viaduct from Farndon Road.	Existing private means of access for a distance of 337 metres.	The realigned private means of access between points P-1A and P-1B (inset B), a distance of 345 metres.
Streets, Rights of Way and Access Plans – Sheet 2			
Averham CP	Reference 2A (inset A)	Existing private means of access for a	The realigned private means of access

(1) *Area*	*(2)* *Private means of access to be stopped*	*(3)* *Extent of stopping up*	*(4)* *New private means of access to be substituted or provided*
	The existing private means of access to the land adjacent to the A46 from the A46 (southbound).	distance of 478 metres.	between point P-2A and P-2B, a distance of 462 metres.
Newark CP	Reference 2B (inset D) The existing private means of access to the land north of the Nottingham to Lincoln Railway line	Existing private means of access for a distance of 62 metres.	The realigned private means of access between points P-2C and P-2D (inset C), a distance of 117 metres.
Streets, Rights of Way and Access Plans – Sheet 3			
Newark CP	Reference 3A (inset C) The end of existing private means of access to the land between the A46 and A617 from the A617.	Existing private means of access for a distance of 29 metres.	New private means of access between points P-3A and P-2H (sheet 2), a distance of 659 metres.
Newark CP	Reference 3B (inset A) The existing private means of access to the land north of the existing Cattle Market Roundabout from the existing A616 Great North Road.	Existing private means of access for a distance of 38 metres.	New private means of access to the Nottingham to Lincoln Line East Crossing between points P-3F and P-3G, a distance of 528 metres.
Newark CP	Reference 3G (inset A) The existing private means of access to the flood defence from the existing Cattle Market Roundabout.	Existing private means of access for a distance of 55 metres.	New private means of access between points P-3B and P-3C, a distance of 345 metres.
Newark CP	Reference 3H (inset A) The existing private means of access to the lorry park from the existing B6326 Great North Road.	Existing private means of access for a distance of 41 metres.	New private means of access between points P-3J and P-3K, a distance of 15 metres.
Newark CP	Reference 3I (inset A) The existing private means of access to the old council depot site from the existing B6326 Great North Road.	Existing private means of access for a distance of 9 metres.	New private means of access between points P-3H and P-3I, a distance of 10 metres.

(1) *Area*	*(2)* *Private means of access to be stopped*	*(3)* *Extent of stopping up*	*(4)* *New private means of access to be substituted or provided*
Newark CP	Reference 3J (inset B) The existing private means of access to the land between the existing A617 and the existing A46 from the A617.	Existing private means of access for a distance of 22 metres.	New private means of access between points P-3D and P-3E, a distance of 157 metres.
Streets, Rights of Way and Access Plans – Sheet 4			
Newark CP	Reference 4A The existing private means of access to the land beneath the existing Nether Lock Viaduct from Mather Road.	Existing private means of access for a distance of 105 metres.	New private means of access between points P-4B and P-4D (inset A), a distance of 168 metres.
Newark CP	Reference 4B (inset B) The existing private means of access to land to the north-west of the existing A46 between the railway line and the existing A46 from the A46.	Existing private means of access for a distance of 23 metres.	New private means of access between points P-4G and P-5K (sheet 5), a distance of 561 metres.
Newark CP	Reference 4C (inset C) The existing private means of access to the land between the A46 and the railway line from Quibell's Lane.	Existing private means of access for a distance of 26 metres.	New private means of access between points P-4E and P-4F, a distance of 201 metres.
Streets, Rights of Way and Access Plans – Sheet 5			
Winthorpe CP	Reference 5D (inset A) The existing private means of access to the service area south of the A46 from the A46.	Existing private means of access for a distance of 15 metres.	New private means of access between points P-5G and P-5H, a distance of 40 metres.
Newark CP	Reference 5N (inset C) The existing private means of access to land north of the A46 and near Bridge House from Winthorpe Road.	Existing private means of access for a distance of 7 metres.	New private means of access between points P-5K and P-5J;, a distance of 410 metres; and new private means of access between points P-5J and P-5I, a distance of 106 metres.
Streets, Rights of Way and Access Plans – Sheet 6			

(1) *Area*	*(2)* *Private means of access to be stopped*	*(3)* *Extent of stopping up*	*(4)* *New private means of access to be substituted or provided*
Langford CP, Winthorpe CP	Reference 6C (inset A) The existing private means of access to land south of the A1133 from the A1133.	Existing private means of access for a distance of 4 metres.	New private means of access between points P-6I and P-6J, a distance of 8 metres.
Langford CP, Winthorpe CP	Reference 6E (inset A) The existing private means to land south of the A1133 from the A1133.	Existing private means of access for a distance of 4 metres.	New private means of access between points P-6K and P-6L, a distance of 16 metres.
Winthorpe CP, Langford CP	Reference 6F (inset A) The existing private means of access to the Newark Showground from Drove Lane.	Existing private means of access for a distance of 13 metres.	New left-in only private means of access from the Friendly Farmer Link Road between points P-5W and P-5X (sheet 5,), a distance of 40 metres; and new left-out only private means of egress onto Drove Lane between points P-6C and P-6D, a distance of 5 metres.
Langford CP	Reference 6G (inset A) The existing private means of access to the Langford Hall Estate from the A46.	Existing private means of access for a distance of 10 metres.	New private means of access between points P-6A and P-6B, a distance of 415 metres.
Langford CP	Reference 6H The existing private means of access to land north-east of Winthorpe Roundabout from Drove Lane.	Existing private means of access for a distance of 196 metres.	The realigned private means of access between points P-6E and P-6F, a distance of 184 metres.

PART 5

NEW PRIVATE MEANS OF ACCESS WHICH ARE TO BE PROVIDED

(1) *Area*	*(2)* *New private means of access to be substituted or provided*
Streets, Rights of Way and Access Plans – Sheet 1	
Averham CP	New private means of access to the new Windmill Viaduct between

(1) *Area*	*(2)* *New private means of access to be substituted or provided*
	points P-1C and P-2E (sheet 2), a distance of 1,178 metres.
Streets, Rights of Way and Access Plans – Sheet 2	
Newark CP, Averham CP	New private means of access to the Nottingham to Lincoln Line West Crossing points P-2F and P-2G, a distance of 462 metres.
Streets, Rights of Way and Access Plans – Sheet 4	
Newark CP	New private means of access between points P-4A and P-4C (inset A), a distance of 592 metres.
Streets, Rights of Way and Access Plans – Sheet 5	
Newark CP	New private means of access to attenuation basins between points P-5L and P-5M, a distance of 113 metres.
Newark CP	New private means of access to attenuation basins between points P-5N and P-5O, a distance of 248 metres.
Winthorpe CP	New private means of access to attenuation basins between points P-5S and P-5T (inset B), a distance of 240 metres.
Winthorpe CP	New private means of access to attenuation basins between points P-5Q and P-5R (inset B), a distance of 47 metres.
Winthorpe CP	New field access between points P-5AC and P-5AD (inset B), a distance of 8 metres.
Winthorpe CP	New field access between points P-5AA and P-5AB (inset B), a distance of 8 metres.
Winthorpe CP	New field access between points P-5Y and P-5Z (inset B), a distance of 8 metres.
Winthorpe CP	New field access between points P-5E and P-5F (inset B), a distance of 8 metres.
Streets, Rights of Way and Access Plans – Sheet 6	
Langford CP & Winthorpe CP	New private means of access to attenuation basins between points P-6G and P-6H, a distance of 71 metres.
Streets, Rights of Way and Access Plans – Sheet 7	
Averham CP	New private means of access to the Kelham and Averham Flood Compensation Area from point P-7A to point P-7B, for a distance of 547 metres.
Averham CP	New private means of access to the Kelham and Averham Flood Compensation Area between points P-7C and P-7D, a distance of 36 metres.

PART 6

PRIVATE MEANS OF ACCESS TO BE STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Private means of access to be stopped up*	*(3)* *Extent of stopping up*
Streets, Rights of Way and Access Plans – Sheet 5		
Winthorpe CP	Reference 5G (inset A) The existing private means of access to land north of the A46 and east of the A1 from the A46.	Existing private means of access for a distance of 110 metres.
Winthorpe CP	Reference 5H (inset A) The existing private means of	Existing private means of access for a distance of 25

(1) *Area*	*(2)* *Private means of access to be stopped up*	*(3)* *Extent of stopping up*
	access to land north of the A46 and east of the A1 from the A46.	metres.
Newark CP	Reference 5I (inset C) The existing private means of access to land north of the A46 between the Winthorpe Road and the A1 off Winthorpe Road.	Existing private means of access for a distance of 6 metres.
Winthorpe CP	Reference 5E (inset A) The existing private means of access to the service area north of the A46 from the A46.	Existing private means access for a distance of 13 metres.
Winthorpe CP	Reference 5F (inset A) The existing private means of access from the service area north of the A46 to the A46.	Existing private means access for a distance of 8 metres.
Streets, Rights of Way and Access Plans – Sheet 6		
Langford CP	Reference 6I (inset A) The existing private means of access to land north-east of the A1133 from the A1133.	Existing private means of access for a distance of 8 metres.

SCHEDULE 5

Article 29

LAND IN WHICH ONLY NEW RIGHTS AND RESTRICTIVE COVENANTS ETC. MAY BE ACQUIRED

(1) *Plot reference number shown on Land Plans*	*(2)* *Purpose for which rights over land may be acquired*	*(3)* *Relevant part of the authorised development*
Land Plans – Sheet 1		
1/5d	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 6
1/5h	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 6, 4, 7 and 127
1/5k	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 6, 4, 7 and 128
1/5m	Rights of access to the river for deploying safety boat in association with construction of the new bridge over the River Trent; and rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass	Work No. 7

	and repass and to remain on the land, with or without vehicles, plant or machinery.	
1/8a	Rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of maintaining structures on adjoining land and in the airspace above the land.	Work No. 6
1/8b	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 6
1/9b	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 6 and 127
1/9c	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 6
1/18a1	Rights of access to the river for deploying safety boat in association with construction of the new bridge over the River Trent; and rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 7
Land Plans – Sheet 2		
2/2a	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 13
2/2e	Rights for the construction of a new bridge over the railway line, the construction of the A46 dual carriageway and the diversion of electronic communications equipment.	Work Nos. 4, 26 and U4
2/2f	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line and for environmental mitigation, maintenance and monitoring commitments.	Work Nos. 4 and 26
2/2g	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line.	Work Nos. 4 and 26
2/2i	Rights of access over land— For the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried	Work Nos. U3 and U4

	electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
2/2n	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery to maintain structures on adjoining land and in the airspace above the land; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 26, U3 and U4
2/2r	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 27 and 26
2/4c	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line.	Work Nos. 4 and 26
2/4d	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line, the diversion of overhead electricity distribution cables to underground buried cable and the diversion of electronic communications equipment.	Work Nos. 4, 26, U3 and U4
Land Plans – Sheet 3		
3/1r	Rights for the widening of the existing railway line	Work Nos. 56 and

	crossing to facilitate construction of the A46 dual carriageway.	58
3/1r1	Rights for the widening of the existing railway line crossing to facilitate construction of the A46 dual carriageway.	Work Nos. 56 and 58
3/1s	Rights for the widening of the existing railway line crossing to facilitate construction of the A46 dual carriageway.	Work Nos. 56 and 58
3/2c	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery to maintain structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery. To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable a pipeline for the distribution or storage of gas or other ancillary materials including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 37, U5, U6, U7, 35 and 36
3/2cc1	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line.	Work No. 58
3/2cc2	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line.	Work No. 58
3/2cc3	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line.	Work No. 58
3/2cc4	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line.	Work No. 58
3/2dd	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 56 and 58
3/2ee	Rights for the construction of the A46 dual carriageway and a new bridge over the railway line.	Work No. 58
3/2f	Rights—	Work Nos. 49, U7,

	To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	U10, U9 and U8
3/2g6	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work No. U9
3/2g8	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts	Work Nos. U9 and U10

	including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
3/2j	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 45, 46, 54, U7, U10, U9 and U8
3/2ll	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 56 and 58
3/2n1	Rights of access over land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery— To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable a pipeline for the distribution or storage of gas or other ancillary materials including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 29, 32, 34, U5 and U6

3/2o	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 29 and 34
3/2t	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work No. U8
3/2v	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 56 and 58
3/2w	Rights for the construction of the A46 dual carriageway and for environmental mitigation, maintenance and monitoring commitments.	Work No. 56
3/2y	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 56 and 58
3/3a	Access for inspection, maintenance, repair and cleaning of culvert and retaining structures including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 31
3/4d	Rights of access over land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery— To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable a pipeline for the distribution or storage of	Work Nos. U5 and U6

	gas or other ancillary materials including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	
3/4f	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 34
3/5a	Rights of access over land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery— To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable a pipeline for the distribution or storage of gas or other ancillary materials including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. U5 and U6
3/7b	Rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery to maintain structures on adjoining land— To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable a pipeline for the distribution or storage of gas or other ancillary materials including rights to	Work Nos. 37, U5, U6, U7 and 35

	pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	
3/7c	Rights of access over land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery— To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult; and To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. U6, 35, 36 and 37
3/10a	Rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery to maintain structures on adjoining land.	Work Nos. 35, 36 and 37
3/11b	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery to maintain structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 53 and U8
3/11f	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery to maintain structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render	Work Nos. U7 and U8

	unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
3/13b	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery to maintain structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work No. U8
3/14b	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining embankment/retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 51 and U9 Work No. U10
3/14c	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining	Work Nos. 49, U9 and U10

	structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
3/14d	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 49 and U9
3/14f	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 49 and U9
3/14i	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining	Work Nos. 49 and U9

	structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
3/14k	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 40, 49, 51, U9 and U10
3/16c	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 56 and 58
3/17a	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 63, 66 and 67
Land Plans – Sheet 4		
4/1a	Rights of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 62
4/1e	Rights of access over land— For the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery;	Work Nos. 65 and U13

	To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	
4/1f1	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway, a temporary works area with office, welfare units and storage and the diversion of HV electricity distribution cables.	Work Nos. 56, 64, 65 and U13
4/1f2	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway, a temporary works area with office, welfare units and storage and the diversion of HV electricity distribution cables.	Work Nos. 56, 64, 65 and U13
4/1g	Rights for the construction of a new bridge over the River Trent and the A46 dual carriageway.	Work Nos. 56 and 64
4/2a	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 63, 66 and 67
4/2b	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 63, 66 and 67
4/2c	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 63, 66 and 67
4/2d	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 63, 66 and 67
4/2h	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 64
4/2m	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 64
4/2n	Rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 64
4/3a	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain	Work Nos. 63, 66 and 67

	on the land, with or without vehicles, plant or machinery.	
4/4a	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 63, 66 and 67
4/5a	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 63, 66 and 67
4/5b	Rights of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 62
4/5c	Rights of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 62
4/5f	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	Work Nos. 65 and U13
4/5g	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	Work Nos. 65 and U13
4/5i	Rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 71

4/5j	Rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 71
4/5l	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	Work Nos. U11 and U12
4/5n	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	Work Nos. U11 and U12
4/5o	Rights of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 62
4/7a	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried	Work Nos. 65, U11, U12 and U13

	electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	
4/7f	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	Work Nos. 65, U11, U12 and U13
4/7j	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	Work Nos. 71 and U14
4/7k	Rights of access over land— For the purposes of inspecting and maintaining cables,	Work Nos. 71 and U15

	ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	
4/8b	Rights of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 62
4/9a	Rights of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 62
4/9b	Right of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work No. 62
4/10a	Rights of access over land for the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 64, 65 and 56
4/12a	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway and a temporary works area with office, welfare units and storage.	Work Nos. 56, 64 and 65
4/12b	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway and a temporary works area with office, welfare units and storage.	Work Nos. 56, 64 and 65
4/12c	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway and a temporary works area with office, welfare units and storage.	Work Nos. 56, 64 and 65
4/12c1	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway and a temporary works area with office, welfare units and storage.	Work Nos. 56, 64 and 65
4/12d	Rights for the construction of a new bridge over the River Trent and the A46 dual carriageway.	Work Nos. 56 and 64
4/12e	Rights for the construction of a new bridge over the River Trent and the A46 dual carriageway.	Work Nos. 56 and 64
4/12f	Rights for the construction of a new bridge over the River Trent and the A46 dual carriageway.	Work Nos. 56 and 64

4/12g	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 64, 65 and 56
4/12g1	Rights of access over land for the purposes of inspecting and maintaining structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 56, 64 and 65
4/12i	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway and a temporary works area with office, welfare units and storage.	Work Nos. 56, 64 and 65
4/12i1	Rights for the construction of a new bridge over the River Trent, the A46 dual carriageway and a temporary works area with office, welfare units and storage.	Work Nos. 56, 64 and 65
Land Plans – Sheet 5		
5/3a	Rights of access over land for the purposes of inspecting and maintaining structures and landscaping on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Work Nos. 77A and 77B
5/3p	Access / working room to enable future maintenance.	Work Nos. 93 and 105
5/11a	Rights of access over land— For the purposes of inspecting and maintaining cables, ducts, apparatus and structures on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried cables, pipes and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed apparatus; and to prevent access to the installed apparatus being made materially more difficult.	Ancillary works
5/12a	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on	Work Nos. U21, U22, U23 and U24

	the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
5/14a	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable water pipes including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. U21 and U22
5/17e	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work No. U24
Land Plans – Sheet 6		
6/2c	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain,	Work Nos. U26 and U28

	protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
6/4a	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 115, U24, U26 and U25
6/6e	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work No. U27
6/7a	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes	Work No. U24

	of inspecting, repairing and maintaining retaining structures on adjoining land; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
6/7d	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 121, U24 and U25
6/9a	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove overhead electricity cables and supports including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation,	Work Nos. 106, U24 U25, U26 and U28

	damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	
Land Plans – Sheet 7		
7/1a	Maintenance access for drainage works.	Ancillary
7/2a	Maintenance access for drainage works.	Ancillary
7/2c	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures and drainage infrastructure on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable a pipeline for the distribution or storage of gas or other ancillary materials including together with rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried water pipes including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 124, 125 U29, U31, U32 and U33
7/2i	Rights of access over land for the purposes of inspecting and maintaining existing drainage infrastructure on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Ancillary
7/3a	Rights of access over land for the purposes of inspecting and maintaining existing drainage infrastructure on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Ancillary
7/4a	Rights of access over land for the purposes of inspecting and maintaining existing drainage infrastructure on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	Ancillary
7/4c	Rights of access over land for the purposes of	Ancillary

	inspecting and maintaining existing drainage infrastructure on adjoining land including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery.	
7/5b	Rights— To pass and repass and to remain on the land, with or without vehicles, plant or machinery for the purposes of inspecting, repairing and maintaining retaining structures and drainage infrastructure on adjoining land; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable buried communications cables and ducts including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery; To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried electricity cables and ducts including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; To lay, install, construct, retain, inspect, maintain, protect, use, enlarge, replace, renew, remove or render unusable a pipeline for the distribution or storage of gas or other ancillary materials including rights to pass and repass and to remain on the land, with or without vehicles, plant or machinery. To install, construct, retain, inspect, maintain, protect, use, replace, renew or remove buried water pipes including rights to pass and repass and to remain on the land with or without vehicles, plant or machinery; and To include restrictive covenants for protecting the installed cables, ducts or apparatus from excavation, damage or injury; to not materially reduce the depth of soil above any installed cables, ducts or apparatus; and to prevent access to the installed cables, ducts or apparatus being made materially more difficult.	Work Nos. 124, U29 U32, U33 and U31

SCHEDULE 6

Article 29

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF RESTRICTIVE COVENANTS

Compensation enactments

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

2.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

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

"(5A) If—

(a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 6 (Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the A46 Newark Bypass Development Consent Order 2025);

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 6 to the A46 Newark Bypass Development Consent Order 2025) to acquire an interest in the land; and

(c) the acquiring authority enter on and take possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.".

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 35 (modification of Part 1 of the 1965 Act) of this Order) to the acquisition of land under article 26 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right or to the imposition of a restrictive covenant under article 29(1) (compulsory acquisition of rights and imposition of restrictive covenants)—

(a) with the modifications specified in paragraph 5; and

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

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

(a) the right acquired or to be acquired, or the restrictive covenant imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(3) For Section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the restrictive 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

(**a**) 1973 c. 26.

of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the Special Act.".

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (refusal to convey, failure to make title, etc.);

(b) paragraph 10(3) of Schedule 1 (persons without power to sell their interests);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(**a**) (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to a compulsory acquisition under article 26 (compulsory acquisition of land) of this Order), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A(**b**) (powers of entry: further notices of entry), 11B(**c**) (counter-notice requiring possession to be taken on specified date), 12(**d**) (unauthorised entry) and 13(**e**) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(**f**) (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act (as modified by article 35(4) (modification of Part 1 of the 1965 Act) of this Order) is also modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

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

(**a**) Section 11 was amended by paragraph 14(3) of Schedule 4 to the Acquisition of Land Act 1981 (c. 67), paragraph 12(1) of Schedule 5 to the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

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

(**c**) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016.

(**d**) Section 12 was amended by paragraph 4 of Schedule 16 to the Housing and Planning Act 2016.

(**e**) Section 13 was amended by section 139(5) to (9) of, and paragraph 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**f**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

Introduction

1.—(1) This Schedule applies where an undertaker serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 36(5) (application of the 1981 Act) of the A46 Newark Bypass Development Consent Order 2025 in respect of the land to which the notice to treat relates.

(2) But see article 37(3) (acquisition of subsoil or airspace only) of the A46 Newark Bypass Development Consent Order 2025 which excludes the acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the acquiring authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the Upper Tribunal.

6. The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

7. If the acquiring authority decides to refer the counter-notice to the Upper Tribunal, it must do so within the decision period.

8. If the acquiring authority does not serve notice of a decision within the decision period, it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the acquiring authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they are 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 the determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant;

(b) the use to be made of the right or covenant proposed to be acquired or imposed; and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph, it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

15. Any dispute as to the compensation is to be determined by the Upper Tribunal.".

SCHEDULE 7

Article 39

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Plot reference number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
Land Plans – Sheet 1		
1/1n	Temporary access and working area to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3
1/5e	Temporary access and working room to facilitate Work No. 6.	Work No. 6
1/5f	Temporary access to implement new road signage.	Ancillary
1/5l	Temporary access to the river for deploying safety boat in association with Work No. 7.	Work No. 7
1/5p	Temporary access for the construction of a new bridge to carry the A46 over the River Trent, including deployment of a safety boat in association with Work No. 7.	Work No. 7
1/5q	Temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3

(1) *Plot reference number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
1/7a	Temporary working space to tie in with the construction of the new Farndon Roundabout.	Ancillary
1/10a	Temporary works area and access to facilitate the construction of the new Farndon Roundabout.	Work No. 10
1/10b	Temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3
1/12a	Temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3
1/12b	Temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3
1/13a	Temporary storage, welfare unit and access to Work Nos. 6 and 7; and temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work Nos. 3, 6, 7 and 127
1/14a	Temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3
1/14b	Temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3
1/14c	Access to Work No. 3 to accommodate bridleway diversion.	Work No. 3
1/15a	Temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3
1/17a	Temporary storage, welfare unit and access to Work Nos. 6 and 7; and temporary access and works to facilitate the temporary diversion of Newark Bridleway No. 2.	Work No. 3, 6, 7 and 127
1/18a	Temporary access to the river for deploying safety boat in association with Work No. 7.	Work No. 7
1/18d	Temporary access to the river for deploying safety boat in association with Work No. 7.	Work No. 7
Land Plans – Sheet 2		
2/2j	Temporary access for the construction of a new bridge to carry the A46 over the railway line; temporary access for monitoring the railway line in association with Work No. 26; diversion of 11kV electricity distribution cables to underground buried cable; and diversion of electronic communications equipment.	Work Nos. 26, U3 and U4
2/2k	Temporary access for the construction of a new bridge to carry the A46 over the railway line; and temporary access for monitoring the railway line in association with Work No. 26.	Work No. 26
2/2m	Temporary access for the construction of a new bridge to carry the A46 over the railway line;	Work No. 26, U3 and U4

(1) *Plot reference number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
	temporary access for monitoring the railway line in association with Work No. 26; diversion of 11kV electricity distribution cables to underground buried cable; and diversion of electronic communications equipment.	
2/2p	Temporary access to Work No. 27.	Work No. 27
2/3a	Temporary working room for Work Nos. 22 and 24.	Work Nos. 22 and 24
2/5a	Temporary access for clearing of Old Trent Dyke for installation of Work No. 23.	Work No. 23
2/5b	Temporary access for clearing of Old Trent Dyke for installation of Work No. 23.	Work No. 23
2/7a	Temporary storage, welfare unit and access to facilitate construction of access tracks, the A46 dual carriageway and a new bridge to carry the A46 over the railway line.	Work Nos. 28, 26, 4 and 29
2/7c	Temporary access to Work No. 4.	Work No. 4
Land Plans – Sheet 3		
3/1u	Temporary works area to facilitate widening of railway line to facilitate A46 construction.	Work No. 58
3/2e	Temporary construction compound.	Work No. 53
3/2ff	Access for monitoring railway line in association with Work No. 58.	Work No. 58
3/2g	Temporary working area for alteration of the B6326 Great North Road to tie-in to the Cattle Market Junction Circulatory.	Work No. 49
3/2g4	Temporary working area for alteration of the B6326 Great North Road to tie-in to the Cattle Market Junction Circulatory.	Work No. 49
3/2gg	Access for monitoring railway line in relation to Work No. 58.	Work No. 58
3/2nn	Temporary access to Work No. 4.	Work No. 4
3/2r	Temporary access to Work No. 32.	Work No. 32
3/2x	Temporary Access for monitoring railway line in relation to Work No. 58.	Work No. 58
3/4e	Temporary working space for environmental mitigation and access to utilities.	Ancillary
3/7a	Access to Work No. 4.	Work No. 4
3/10d	Temporary working area for environmental mitigation works.	Environmental Mitigation
3/11a	Temporary construction compound.	Work No. 53
3/11c	Temporary working area for alteration of the B6326 Great North Road to tie-in to the Cattle Market Junction Circulatory.	Work No. 49
3/11e	Temporary construction compound.	Work No. 53
3/13a	Working area for environmental mitigation works.	Environmental Mitigation
3/14a1	Temporary working area and access for turning circle for works vehicles.	Ancillary
3/14b1	Access and working room to facilitate the	Work No. 51

(1) *Plot reference number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
	construction of Work No. 51	
3/14h	Access to Work No. 49; and temporary working space for environmental mitigation.	Work No. 49 Environmental Mitigation
Land Plans – Sheet 4		
4/2e	Temporary access for the construction of a new bridge to carry the A46 over the River Trent and a temporary bridge to accommodate movement of plant and materials to temporary compound; and temporary access for construction of attenuation basins and drainage infrastructure.	Work Nos. 63, 64 and 67
4/2g	Access for deployment of safety boat in the River Trent and working area associated with Work No. 64.	Work No. 64
4/2k	Access for deployment of safety boat in the River Trent and working area associated with Work No. 64.	Work No. 64
4/2o	Access for deployment of safety boat in the River Trent and working area associated with Work No. 64.	Work No. 64
4/2p	Access for deployment of safety boat in the River Trent and working area associated with Work No. 64.	Work No. 64
4/2q	Access for deployment of safety boat in the River Trent and working area associated with Work No. 64.	Work No. 64
4/5d	Temporary access to Work No. 71.	Work No. 71
4/5h	Temporary access for the construction of a new bridge to carry the A46 over the River Trent; temporary works area, welfare unit and access to facilitate the construction of a new bridge parallel to Nether Lock Viaduct; and access for monitoring railway line in relation to Work Nos. 64 and 65.	Work Nos. 64 and 65
4/7g	Temporary works area, welfare unit and access to facilitate the construction of a new bridge parallel to Nether Lock Viaduct.	Work No. 65
4/7h	Temporary construction compound.	Work No. 71
4/7i	Temporary construction compound.	Work No. 71
4/8a	Temporary construction compound and access between construction compound and works.	Work Nos. 62 and 63
4/8c	Temporary construction compound.	Work No. 71
4/11a	Temporary access to Work No. 71.	Work No. 71
Land Plans – Sheet 5		
5/1d	Working room and access to tie in with new roundabout layout.	Ancillary
5/1m	Working room and access to tie in with new roundabout layout.	Ancillary
5/3d	Access for potential reprofiling of drainage	Ancillary

(1) *Plot reference number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
	ditches.	
5/3h	Working room and access to tie in with new roundabout layout.	Ancillary
5/3i	Working room and access to tie in with new roundabout layout.	Ancillary
5/3j	Access for potential reprofiling of drainage ditches.	Ancillary
5/7d	Temporary working space for environmental mitigation.	Ancillary
5/8a1	Temporary working space for environmental mitigation.	Ancillary
5/17d	Temporary construction compound and laydown area.	Work Nos. 114 and 106
Land Plans – Sheet 6		
6/1c	Temporary working space for environmental mitigation.	Ancillary
6/2b	Temporary working space for environmental mitigation.	Ancillary
6/2d	Temporary working space for environmental mitigation.	Ancillary
6/4b	Temporary working space and access to facilitate realignment of Drove Lane and tie into the new Winthorpe Roundabout.	Work No. 115
6/6a1	Temporary working space for environmental mitigation.	Ancillary
6/6c	Temporary storage and lay-down area to facilitate construction of the new Winthorpe Roundabout.	Work No. 111
6/6c1	Temporary working space for environmental mitigation.	Ancillary
6/6d	Temporary working space for environmental mitigation.	Ancillary
6/7c	Temporary storage, lay-down area, access and working area to facilitate construction of the new Winthorpe Roundabout and the construction of a temporary access track.	Work Nos. 120 and 117
6/8a	Temporary access for construction of new signage.	Work No. 121
Land Plans – Sheet 7		
7/2b	Temporary access and working room to facilitate the construction of an access track and floodplain compensation area.	Work Nos. 122 and 125

SCHEDULE 8

Articles 45 and 46

HEDGEROWS AND TREES

PART 1

REMOVAL OF HEDGEROWS

(1) *Hedgerow reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Tree Protection Plans – Sheet 2		
Tree Reference H263 (Mixed Hedgerow) Newark Relief Road Farndon Roundabout Newark **Nottinghamshire**	Fell a section of the hedge	Work Nos. 2 and 10
Tree Reference H267 (Mixed Hedgerow) Newark Relief Road Farndon Roundabout Newark Nottinghamshire	Fell a section of the hedge	Work Nos. 2 and 10
Tree Protection Plans – Sheet 5		
TPO/11/00099 Tree Reference H237 (Hawthorn) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the hedge	Work Nos. 4, 23 and 24
Tree Protection Plans – Sheet 7		
TPO/11/00099 Tree Reference H178 (Blackthorn) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the hedge	Work Nos. 34, U5 and U6
TPO/11/00099 Tree Reference H212 (Mixed Hedgerow) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the hedge	Work Nos. 36, 37 and U6
Tree Protection Plans – Sheet 10		
Tree Reference H108 (Mixed	Fell hedge	Work No. 56

(1) *Hedgerow reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Hedgerow) Newark Relief Road Cattle Market Roundabout to Brownhills Roundabout Newark Nottinghamshire		
Tree Protection Plans – Sheets 11 and 12		
Tree Reference H087 (Mixed Hedgerow) Newark Relief Road Cattle Market Roundabout to Brownhills Roundabout Newark Nottinghamshire	Fell a section of the hedge	Work Nos. 76, 89 and 90
Tree Reference H091 (Hawthorn) Newark Relief Road Cattle Market Roundabout to Brownhills Roundabout Newark Nottinghamshire	Fell hedge	Work Nos. 76 and 79
Tree Protection Plans – Sheet 13		
Tree Reference H018 (Mixed Hedgerow) Land To the North-east of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell hedge	Work No. 100
Tree Reference H021 (Mixed Hedgerow) Land To the North-east of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell hedge	Work Nos. 93 and 94C
TPO/11/00100 Tree Reference H027 (Mixed Hedgerow) Land to the North-east of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell hedge	Work Nos. 100, 101, 103, U21 and U23
Tree Reference H034 (Mixed Hedgerow) Land To the North-east of South Airfield Farm Lincoln Road Winthorpe	Fell a section of the hedge	Work Nos. 76 and 100

(1) *Hedgerow reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Nottinghamshire		
Tree Reference H060 (Hawthorn) Land To the North-east of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell hedge	Work No. 104
Tree Reference H063 (Mixed Hedgerow) Land To the North-east of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell hedge	Work No. 104
Tree Protection Plans – Sheet 14		
Tree Reference H007 (Mixed Hedgerow) Winthorpe Roundabout Newark Nottinghamshire	Fell hedge	Work Nos. 109 and 113
Tree Reference H008 (Mixed Hedgerow) Winthorpe Roundabout Newark Nottinghamshire	Fell hedge	Work Nos. 108, 110 and 113
Tree Reference H010 (Hawthorn) Winthorpe Roundabout Newark Nottinghamshire	Fell a section of the hedge	Work Nos. 113 and 119
Tree Reference H011 (Hawthorn) Winthorpe Roundabout Newark Nottinghamshire	Fell hedge	Work Nos. 115, 117 and 119
Tree Reference H013 (Mixed Hedgerow) Winthorpe Roundabout Newark Nottinghamshire	Fell hedge	Work Nos. 94C, 100 and 108
Tree Reference H014 (Mixed Hedgerow) Winthorpe Roundabout Newark Nottinghamshire	Fell a section of the hedge	Work Nos. 94C and 105
Tree Reference H017 (Hawthorn) Winthorpe Roundabout Newark	Fell a section of the hedge	Work Nos. 93 and 94C

(1) *Hedgerow reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Nottinghamshire		
Tree Reference H063 (Mixed Hedgerow) Winthorpe Roundabout Newark Nottinghamshire	Fell hedge	Work No. 104
Tree Reference H079 (Mixed Hedgerow) Winthorpe Roundabout Newark Nottinghamshire	Fell hedge	Work No. 104
Tree Reference H996 (Hawthorn) Winthorpe Roundabout Newark Nottinghamshire	Fell a section of the hedge	Work No. 109
Tree Protection Plans – Sheets 17 and 20		
Tree Reference H1010 (Hawthorn) Land to the West of the A617 Kelham Nottinghamshire	Fell a section of the hedge	Work No. 122, 123, 124 and 125
Tree Reference H1011 (Hawthorn) Land to the West of the A617 Kelham Nottinghamshire	Fell a section of the hedge	Work Nos. 122 and 125
Tree Reference H1012 (English Elm) Land to the West of the A617 Kelham Nottinghamshire	Fell a section of the hedge	Work Nos. 123 and 125
Kelham Conservation Area Tree Reference H1013 (Mixed Broadleaved) Land to the West of the A617 Kelham Nottinghamshire	Fell a section of the hedge	Work Nos. 124, 125, U29, U31, U32 and U33
Tree Reference H1022 (Hawthorn) Land to the West of the A617 Kelham Nottinghamshire Area	Fell hedge	Work Nos. 123 and 125

PART 2

TREES SUBJECT TO TREE PRESERVATION ORDERS

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Tree Protection Plans – Sheet 6		
TPO/11/00099 Tree Reference G234 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work No. 28
TPO/11/00099 Tree Reference G235b (Common Ash) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell single tree	Work No. 26
TPO/11/00099 Tree Reference G236 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work No. 26
TPO/11/00099 Tree Reference G283 (Common Ash) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work Nos. 26 and 27
TPO/11/00099 Tree Reference T371 (Common Ash) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell single tree	Category U – fell for reasons of sound arboricultural management
Tree Protection Plans – Sheet 7		
TPO/11/00099 Tree Reference G165 (Mixed Species) Newark Relief Road	Fell a section of the group	Work Nos. 42 and U8

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire		
TPO/11/00099 Tree Reference G166 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work Nos. 38 and 42
TPO/11/00099 Tree Reference G168 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work Nos. 38 and 42
TPO/11/00099 Tree Reference G169 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work Nos. 34, 38 and 39A
TPO/11/00099 Tree Reference G170 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work No. 38
TPO/11/00099 Tree Reference G171 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work Nos. 38 and 42
TPO/11/00099 Tree Reference T173 (Common Ash) Newark Relief Road Farndon Roundabout to Nether Lock Bridge	Fell single tree	Category U – fell for reasons of sound arboricultural management

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Newark Nottinghamshire		
TPO/11/00099 Tree Reference G179 (Common Ash) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work Nos. 29, 34, U5 and U6
TPO/11/00099 Tree Reference G184 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work Nos. 33, 34, U5 and U6
TPO/11/00099 Tree Reference G193 (Crack Willow) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work Nos. 29, 30, 31 and 32
TPO/11/00099 Tree Reference G218 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work Nos. 36, 37 and U7
Tree Protection Plans – Sheet 8		
TPO/11/00099 Tree Reference G131 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work Nos. 54 and 55
TPO/11/00099 Tree Reference W133 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark	Fell a section of the woodland	Work Nos. 52, 54 and 55

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Nottinghamshire		
TPO/11/00099 Tree Reference T137 (Common Ash) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell single tree	Work Nos. 33, 39F, 52 and 54
TPO/11/00099 Tree Reference G138 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work Nos. 33, 39F and 52
TPO/11/00099 Tree Reference G140 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work No. 33, 52 and 56
TPO/11/00099 Tree Reference G141 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work Nos. 54, 56 and 57
TPO/11/00099 Tree Reference G142 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell group of trees	Work Nos. 56, 58, 60 and 61
Tree Protection Plans – Sheets 8 and 9		
TPO/11/00099 Tree Reference G143 (Mixed Species) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell a section of the group	Work Nos. 60 and 61

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Tree Protection Plans – Sheet 9		
Newark Conservation Area Tree Reference T350 (Apple) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell single tree	Work Nos. 62 and 63
TPO/11/00099 Tree Reference T145 (Common Ash) Newark Relief Road Farndon Roundabout to Nether Lock Bridge Newark Nottinghamshire	Fell single tree	Work Nos. 56, 60 and 61
Tree Protection Plans – Sheet 10		
TPO/11/00100 Tree Reference G103 (Mixed Species) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell a section of the group	Work Nos. 74 and U16
TPO/11/00100 Tree Reference T113 (White Poplar) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work No. 56
Tree Protection Plans – Sheet 11		
TPO/11/00100 Tree Reference T084 (Sycamore) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 81, 82, U17, U18, U19 and U20
TPO/11/00100 Tree Reference G085 (Mixed Species) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell a section of the group	Work Nos. 76, 81, 82, 85, U17, U18, U19 and U20
TPO/11/00100	Fell single tree	Work Nos. 79, 80, 85

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Tree Reference T086 (Common Ash) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire		U17, U18, U19 and U20
Tree Protection Plans – Sheet 12		
TPO/11/00100 Tree Reference T082 (Horse Chestnut) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work No. 89
TPO/11/00100 Tree Reference T081 (Common Ash) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 81, 82, U18, U19 and U20
TPO/11/00100 Tree Reference G083 (Mixed Species) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell a section of the group	Work Nos. 81, 82, 87, 88, U17, U18, U19 and U20
Tree Protection Plans – Sheet 13		
TPO/11/00100 Tree Reference G024 (Mixed Species) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell a section of the group	Work Nos. 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024b (Sycamore) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024c (Corsican	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire		
TPO/11/00100 Tree Reference G024d (Corsican Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference GO24f (Corsican Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024i (Corsican Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024j (Corsican Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024k (Corsican Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024l (Corsican Pine) Land to the North East of South Airfield Farm	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23

(1) *Tree reference number and description*	*(2)* *Work to be carried out*	*(3)* *Relevant part of the authorised development*
Lincoln Road Winthorpe Nottinghamshire		
TPO/11/00100 Tree Reference G024p (Corsican Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024q (Corsican Pine) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference G024t (Common Oak) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference T025 (Common Horse Chestnut) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00100 Tree Reference T026 (Common Oak) Land to the North East of South Airfield Farm Lincoln Road Winthorpe Nottinghamshire	Fell single tree	Work Nos. 93, 94C, 100, 103, U21 and U23
TPO/11/00226 and Winthorpe Conservation Area Tree Reference G900 (Scots Pine) Winthorpe Hall Gainsborough Road Winthorpe Newark On Trent	Prune tree	Work Nos. 93 and 94B

SCHEDULE 9

Article 53

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

Application

1. For the protection of the utility undertakers referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the utility undertaker concerned.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(**a**)), belonging to or maintained by that utility undertaker;

(b) in that case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 (introductory) of the Gas Act 1986(**b**) for the purposes of gas supply;

(c) in the case of water undertaker, mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(**c**); and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(**d**) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works at future date) of that Act(**e**),

and includes a sludge main, disposal main (within the meaning of section 219(**f**) (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

(**a**) 1989 c. 29. The definition of "electrical plant" (in section 64) was amended by section 108 of, and paragraphs 24 and 38(1) and (3) of Schedule 6 to, the Utilities Act 2000 (c. 27)

(**b**) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76(2) of the Utilities Act 2000 (c. 27).

(**c**) 1991 c. 56.

(**d**) Section 102(4) was amended by section 96(1)(c) of the Water Act 2003 (c. 37) and section 56 of, and paragraph 90 of Schedule 7 to, the Water Act 2014 (c. 21).

(**e**) Section 104 was amended by sections 96(4) and 101(2) of, and Part 3 of Schedule 9 to, the Water Act 2003 (c. 37), section 42(3) of the Flood and Water Management Act 2010 (c. 29) and sections 11(1) and (2) and 56 of, and paragraphs 2 and 91 of Schedule 7 to, the Water Act 2014 (c. 21).

(**f**) There are amendments to section 219 which are not relevant to this Order.

"Cadent" means Cadent Gas Limited (company number 10080864), whose registered office is at Pilot Way, Ansty, Coventry, CV7 9JU, and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 (introductory) of the Gas Act 1986;

"functions" includes powers and duties;

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

"plan" 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 the works to be executed; and

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 (electricity supply) of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986 except for Cadent;

(c) a water undertaker within the meaning of the Water Industry Act 1991; and

(d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

On street apparatus

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up streets

4.—(1) Where any street is stopped up under article 19 (permanent stopping up and restriction of use of streets and private means of access), any utility undertaker whose apparatus is in the street has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to the utility undertaker legal easements reasonably satisfactory to the utility undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the utility undertaker to require the removal of that apparatus under paragraph 7 (removal of apparatus) or the power of the undertaker to carry out works under paragraph 9 retained apparatus).

(2) Regardless of the temporary alteration, diversion, prohibition and restriction of the use of streets under the powers conferred by article 18 (temporary alteration, diversion, prohibition and restriction of the use of streets), a utility undertaker is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 24 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

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

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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

(4) If alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or, in default of agreement, settled by arbitration in accordance with article 56 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 56 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) 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

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or, in default of agreement, settled by arbitration in accordance with article 56 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be

granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

9.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to or will or may affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) (removal of apparatus), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) are to be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a utility undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted and, having done so, the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency, but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

(7) In relation to works which will or may be situated on, over, under or within 10 metres measured in any direction of any electricity apparatus, or involve embankment works within 10 metres of any electricity apparatus, the plan to be submitted to the utility undertaker under sub-paragraph (1) must be detailed, include a method statement and describe—

(a) the exact position of the works;

(b) the level at which they are proposed to be constructed or renewed;

(c) the manner of their construction or renewal;

(d) the position of all electricity apparatus; and

(e) by way of detailed drawings, every alteration proposed to be made to such apparatus.

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably incurred by that utility undertaker in or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2).

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

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

(a) apparatus of better type, greater capacity or greater dimensions is placed in substitution for existing apparatus of worse type, smaller capacity or 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, 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 56 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus;

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

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

(6) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2) any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(7) The fact that any act or thing may have been done by a utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility undertaker or under its supervision does not, subject to sub-paragraph (8) excuse the undertaker from liability under the provisions of sub-paragraph (6).

(8) Nothing in sub-paragraph (6) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

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

Cooperation

11.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 7(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use 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 the utility undertaker's undertaking and each utility undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

(2) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

Application

12. For the protection of any operator, the following provisions have effect unless otherwise agreed in writing between the undertaker and the operator.

Interpretation

13. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003(a);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in Chapter 1 (electronic communications, networks and services) of Part 2 (networks, services and the radio spectrum) of the 2003 Act(b);

"electronic communications code network" means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

"infrastructure system" has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7(2) (infrastructure system) of that code; and

"operator" means the operator of an electronic communications code network.

(**a**) 2003 c. 21.

(**b**) See section 106 of the 2003 Act, which was amended by section 4(4) to (9) of the Digital Economy Act 2017 (c. 30). See also Schedule 3A to the 2003 Act, which was inserted by section 4 of, and Schedule 1 to, the Digital Economy Act 2017 (c. 30).

14.—(1) The exercise of the powers conferred by article 41 (statutory undertakers) is subject to Part 10 (undertakers' works affecting electronic communications apparatus) of the electronic communications code.

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

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

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

(4) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker 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.

(5) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 56 (arbitration).

(6) This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damages or any interruptions caused by electro-magnetic interference arising from the construction or use of the authorised development.

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

PART 3

FOR THE PROTECTION OF CADENT AS GAS UNDERTAKER

Application

15. For the protection of Cadent Gas Limited ("Cadent"), the following provisions have effect unless otherwise agreed in writing between the undertaker and Cadent.

Interpretation

16. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by Cadent for the purposes of Cadent's undertaking, together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of

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

"Cadent" means Cadent Gas Limited (company number 10080864), whose registered office is at Pilot Way, Ansty, Coventry, CV7 9JU, and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 (introductory) of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent as a public gas transporter within the meaning of Section 7(**a**) (licensing of public gas transporters) of the Gas Act 1986 (as amended by the Gas Act 1995);

"commence" has the same meaning as in paragraph 1 of Part 1 of Schedule 2 (Requirements) of this Order and "commencement" shall be construed to have the same meaning save that for the purposes of this Part of this Schedule the terms "commence" and "commencement" include any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground conditions, the receipt and erection of construction plant and equipment and non-intrusive investigations for the purpose of assessing ground conditions;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the undertaker and Cadent acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"facilities and rights" for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of the 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, requires the undertaker to submit for Cadent's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" for the purposes of this Part of this Schedule have effect as if Cadent's existing apparatus was authorised development and as if the term maintain includes protect and use, improve, landscape, preserve, decommission, refurbish or replace;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"rights" includes restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any of the authorised development or activities (including maintenance) undertaken in association with the authorised development which—

(**a**) Section 7 was substituted by section 5 of the Gas Act 1995 (c. 45) and the term "gas transporter" was substituted by section 76(2) of the Utilities Act 2000 (c. 27).

(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 21 (removal of apparatus) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 21(2) or otherwise.

On street apparatus

17.—(1) This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act except for—

(a) paragraphs 18 (apparatus of Cadent in stopped up streets), 23 (retained apparatus: protection of Cadent), 24 (expenses) and 25 (indemnity); and

(b) where sub-paragraph (2) applies, paragraph 21 (removal of apparatus) and 22 (facilities and rights for alternative apparatus).

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing adopted public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

(3) Paragraph 24 (expenses) does not apply where the authorised development 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 are to be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and

(b) the allowable costs are to be borne by the undertaker and Cadent in such proportions as may be prescribed by any such regulations.

Apparatus of Cadent in stopped up streets

18.—(1) Where any street is stopped up under article 19 (permanent stopping up and restriction of use of streets and private means of access), if Cadent has any apparatus in the street or accessed via that street, Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Cadent, or procure the granting to Cadent of legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway, but nothing in this paragraph shall affect any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 21 (removal of apparatus).

(2) Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 18 (temporary alteration, diversion, prohibition and restriction of use of streets), Cadent will be at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction of use in respect of any apparatus which at the time of the stopping up or diversion was in that street.

Protective works to building

19. The undertaker must exercise the powers conferred by article 24 (protective work to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (such consent not to be unreasonably withheld or delayed).

Acquisition of land

20.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker may not appropriate or acquire any

interest in land or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out or maintenance of any part of the authorised development (or in such other timeframe as may be agreed between Cadent and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affect the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to procure or secure the consent to and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development or maintenance thereof.

(3) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by Cadent under paragraph 23 (retained apparatus: protection of Cadent) or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 21 (removal of apparatus) do not apply, the undertaker must, unless Cadent agrees otherwise—

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land, or any such notice is registered only on the Land Charges Register, include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

21.—(1) If in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 20 (acquisition of land), the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation and the facilities and rights referred to in sub-paragraph (2) have been provided to the reasonable satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers

conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent's satisfaction (taking into account paragraph 22(1) (facilities and rights for alternative apparatus)) the necessary facilities and rights—

(a) for the construction of alternative apparatus; and

(b) subsequently, for the maintenance of that apparatus.

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, save that this obligation does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

22.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed, then the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 29 (arbitration) and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

23.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent given under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5); and

(b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) Cadent may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Specified works must only be executed in accordance with—

(a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and Cadent; and

(b) all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature), such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 15 to 17 and 20 to 22 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 21(1) (removal of apparatus).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan (and ground monitoring scheme if required), 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 (and ground monitoring scheme if required).

(10) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development (including such an event attributable to its maintenance)—

(a) the undertaker must implement an appropriate ground mitigation scheme; and

(b) Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and may recover any such costs in line with paragraph 24 (expenses).

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works, but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.

(12) In this paragraph, "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Expenses

24.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand all charges, costs and expenses reasonably anticipated or reasonably incurred by Cadent in, or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development, including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus, including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 21(1) (removal of apparatus) if it elects to do so; or

(ii) exercising any compulsory purchase powers under this Order transferred to or benefitting Cadent;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, 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; and

(g) any watching brief pursuant to sub-paragraph 23(6) (retained apparatus: protection of Cadent).

(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, greater capacity or greater dimensions is placed in substitution for existing apparatus of worse type, smaller capacity or smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 29 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess, save to the extent that it is not possible in the circumstances (or it would be unlawful due to a statutory or regulatory change) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth, in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

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

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

25.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus), or in consequence of the construction, use, maintenance or failure of any of the authorised development (including works carried out under article 24 (protective work to buildings)) 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 the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from Cadent the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, compensation or costs properly incurred by, paid by or recovered from Cadent by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent, or in accordance with any requirement of Cadent or under its supervision including under any watching brief, will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes 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, its officers, servants, contractors or agents;

(b) any part of the authorised development carried out by Cadent in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 12 (consent to transfer benefit of the Order); and

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption which is not reasonably foreseeable at the commencement of the relevant works referred to in sub-paragraph (1).

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

Enactments and agreements

26. Except where this Part of this Schedule provides otherwise, or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the dare on which this Order is made.

Co-operation

27.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or Cadent requires the removal of apparatus under paragraph 21(2) (removal of apparatus) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 23 (retained apparatus: protection of Cadent), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt, whenever Cadent's consent, agreement or approval is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

Access

28. If in consequence of any agreement reached in accordance with paragraph 20(1) (acquisition of land) or the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

29. Save for difference or disputes arising under paragraphs 21(2) and (4) (removal of apparatus) and 23(11) (retained apparatus: protection of Cadent) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 56 (arbitration).

Notices

30. Notwithstanding article 55 (service of notices), any plans submitted to Cadent by the undertaker pursuant to paragraph 23(1) (retained apparatus: protection of Cadent) must be sent by email to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com as well as by post to Plant Protection, Cadent Gas Limited, Brick Kiln Street, Hinckley, Leicestershire, LE10 0NA, or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 4

FOR THE PROTECTION OF RAILWAY INTERESTS

31. The provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 46 of this Part of this Schedule, any other person on whom rights or obligations are conferred by that paragraph.

32. In this Part of this Schedule—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993(**a**);

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006(**b**)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment.

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions,

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development; and

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 6 (maintenance of authorised development) in respect of such works.

33.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(**a**) 1993 c. 43. Section 8 was amended by Part I of Schedule 2, paragraph 4 of Schedule 17 and Part IV of Schedule 31 to the Transport Act 2000 (c. 38), section 16(5) of, and paragraphs 3 and 5 of Schedule 2 to, the Railways and Transport Safety Act 2003 (c. 20), sections 1 and 60 of, and paragraph 43(3) and 4(b) of Schedule 1 and Part 1 of Schedule 13 to, the Railways Act 2005 (c. 14) and S.I. 2015/1682.

(**b**) 2006 c. 46.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

34.—(1) The undertaker must not exercise the powers conferred by—

(a) article 5 (development consent etc. granted by the Order);

(b) article 6 (maintenance of authorised development);

(c) article 23 (discharge of water);

(d) article 25 (authority to survey and investigate the land);

(e) article 26 (compulsory acquisition of land);

(f) article 29 (compulsory acquisition of rights and imposition of restrictive covenants);

(g) article 30 (private rights over land);

(h) article 31 (power to override easements and other rights);

(i) article 37 (acquisition of subsoil or airspace only);

(j) article 39 (temporary use of land for carrying out the authorised development);

(k) article 40 (temporary use of land for maintaining the authorised development);

(l) article 41 (statutory undertakers);

(m) article 45 (felling or lopping of trees and removal of hedgerows);

(n) article 46 (trees subject to tree preservation orders, etc.);

(o) section 11(3)(**a**) (powers of entry) of the 1965 Act;

(p) section 203 (power to override easements and other rights) of the Housing and Planning Act 2016(**b**);

(q) section 172(**c**) (right to enter and survey land) of the Housing and Planning Act 2016; and

(r) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017,

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272(**d**) of the 1990 Act, article 41 (statutory undertakers), article 31 (power to override easements and other rights) or article 30 (private rights over land) in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any

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(**a**) Section 11(3) was amended by paragraph 6 of Schedule 14 to the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

(**b**) 2016 c. 22. Section 203 was amended by section 37(2) of the Neighbourhood Planning Act 2017 (c. 20) and paragraph 5(2) of Schedule 20 to the Environment Act 2021 (c. 30).

(**c**) 2016 c. 22. Section 172 was amended by section 26(8)(b) of the Neighbourhood Planning Act 2017 (c. 20).

(**d**) Section 272 was amended by paragraph 103(1) and (2) of Schedule 17 to the Communications Act 2003 (c. 21). There are other amendments to this section which are not relevant to this Order.

existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions, but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

35.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval, the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 14 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

36.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 35(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 35;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

37. Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

38. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

39. 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.

40.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue, such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 35(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 41(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.

41. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 35(3) or in constructing any protective works under the provisions of

paragraph 35(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

42.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 335(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 35(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 35(1) has effect subject to this sub-paragraph.

(6) Prior to the commencement of operation of the authorised development, the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the

testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and

(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 36.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 46(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 41(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 56 (arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

43. 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.

44. 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.

45. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice

of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

46.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 34 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference, or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; and

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and

(c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 (licences) of the Railways Act 1993.

47. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 46) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

48. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

49. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works and land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (statutory or non-statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

50. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I (the provision of railway services) of the Railways Act 1993.

51. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 12 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

52. 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 54 (certification of documents, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

53. In relation to any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 42(11)), the provisions of article 56 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

PART 5

FOR THE PROTECTION OF THE CANAL & RIVER TRUST

Application

54. For the protection of the Canal & River Trust, the following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and the Canal & River Trust.

Interpretation

55. In this Part of this Schedule—

"Code of Practice" means the Code of Practice for Works Affecting the Canal & River Trust (April 2024) or any updates or amendments thereto;

"construction" in relation to any specified work or protective work, includes—

(a) the execution and placing of that work; and

(b) any relaying, renewal or maintenance of that work,

and "construct" and "constructed" have corresponding meanings;

"Canal & River Trust's Network" means the Canal & River Trust's network of waterways;

"detriment" means any damage to the waterway or any other property of the Canal & River Trust's Network caused by the presence of the authorised development and, without prejudice to the generality of that meaning, includes—

(a) any material obstruction of, interference with or hindrance or danger to navigation or to any use of the waterway (including towing paths) unless such interference is authorised by this Order or otherwise agreed with the Canal & River Trust;

(b) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;

(c) the deposit of materials or the siltation of the waterway so as to damage the waterway;

(d) the pollution of the waterway;

(e) any significant alteration in the water level of the waterway, or significant interference with the supply of water thereto or drainage of water thereon;

(f) any harm to the ecology of the waterway (including any adverse impact on any site of special scientific interest comprised in the Canal & River Trust's Network); and

(g) any material interference with the exercise by any person of rights over the Canal & River Trust's Network;

"the Engineer" means an engineer appointed by the Canal & River Trust for the purpose in question;

"plans" includes navigational risk assessments, topographical surveys, sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

"practical completion" means practical completion of all of the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expressions "practically complete" and "practically completed" are to be construed accordingly;

"prior notice" means a minimum of 6 weeks' prior notice;

"protective works" means a work considered under paragraph 58 (approval of plans, protective works, etc.);

"specified work" means so much of any authorised development (including any temporary works) as defined in article 2 of this Order that is situated upon, across, under, over or within 15 metres of, or may in any reasonable way affect, the waterway; and

"the waterway" means each and every part of the River Trent within the Order limits and any works, lands or premises within the Order limits belonging to the Canal & River Trust, or under its management or control, and held or used by the Canal & River Trust in connection with Canal & River Trust's Network and/or its statutory functions.

56. Where the Code of Practice applies to any works or matter that are part of the authorised development or that form part of the protective works and there is an inconsistency between these protective provisions and the Code of Practice, the part of the Code of Practice that is inconsistent with these protective provisions will not apply and these protective provisions will apply.

Powers requiring the Canal & River Trust's consent

57.—(1) Article 10(1)(b) and 10(2) (in respect of vertical deviations only) (limits of deviation) shall not apply in relation to the waterway unless such exercise is with the consent of the Canal & River Trust.

(2) Save as authorised by the powers conferred by this Order, the undertaker must not materially obstruct or interfere with pedestrian or vehicular access to the waterway unless such obstruction or interference with such access is with the consent of the Canal & River Trust.

(3) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article 23 (discharge of water) unless such exercise is with the consent of the Canal & River Trust, provided that such consent shall not be required where the undertaker demonstrates to the Engineer that the maximum discharge velocity of such discharge is less than or equal to 0.3 metres per second.

(4) The undertaker must not exercise any power conferred by this Order to interfere with the existing supply of water to or the drainage of water from the waterway unless such exercise is with the consent of the Canal & River Trust.

(5) The undertaker must not exercise the powers conferred by article 25 (authority to survey and investigate the land) or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of the Canal & River Trust.

(6) The undertaker must not exercise any power conferred by article 26 (compulsory acquisition of land), 29 (compulsory acquisition of rights and imposition of restrictive covenants), 37 (acquisition of subsoil or airspace only) or 41 (statutory undertakers) in respect of the Canal & River Trust's interests in the waterway except with the consent of the Canal & River Trust.

(7) The undertaker must not exercise any power conferred by article 39 (temporary use of land for carrying out the authorised development), 40 (temporary use of land for maintaining the authorised development) or 45 (felling or lopping of trees and removal of hedgerows) in respect of the waterway unless such exercise is with the consent of the Canal & River Trust.

(8) Without prejudice to sub-paragraphs (1) to (7), the undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over the Canal & River Trust's Network, or extinguish any existing rights of the Canal & River Trust in respect of any third party property, except with the consent of the Canal & River Trust.

(9) The consent of the Canal & River Trust pursuant to (1) to (8) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this Part of this Schedule or any condition contained in Schedule 2 (Requirements).

(10) The undertaker must not under the powers of this Order do anything which would directly result in the waterway being incapable of being used or maintained or which would affect the safe operation of the Canal & River Trust's Network, in the Canal & River Trust's reasonable opinion.

(11) This paragraph does not apply where the undertaker reasonably believes emergency works are required to prevent imminent injury or damage to persons or property, provided that in such circumstances the undertaker must notify the Canal & River Trust as soon as reasonably practicable.

Approval of plans, protective works, etc.

58.—(1) The undertaker must before commencing construction of any specified work supply to the Canal & River Trust proper and sufficient plans of that work (on the Canal & River Trust's own forms or as otherwise agreed in writing) having regard to the Canal & River Trust's Code of Practice, together with such further particulars as the Canal & River Trust may within 21 days of initial receipt of such plans reasonably require for the approval of the Engineer.

(2) The approval of the Engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 35 days after all such Plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by the Canal & River Trust the Engineer has not given notice of the approval or disapproval of those Plans and the grounds of such disapproval, the Engineer is deemed to have approved the Plans as submitted.

(3) Construction of a specified work must not commence until plans of that work have been approved in writing by the Engineer, deemed approved pursuant to sub-paragraph (2) or settled by arbitration.

(4) When signifying approval of the plans the Engineer (or the arbitrator) may specify, in relation to land held or controlled by the Canal & River Trust or the undertaker, and subject to such works being authorised by this Order or being development permitted by an Act of Parliament or general development order made under the 1990 Act—

(a) any protective work (whether temporary or permanent) which in the reasonable opinion of the Engineer should be carried out before the commencement of a specified work to prevent detriment; and

(b) such other requirements as may be reasonably necessary to prevent detriment.

(5) Any protective work required under this paragraph must be—

(a) constructed by the undertaker or by the Canal & River Trust at the undertaker's request within 28 days of notification of a Protective Work by the Engineer in accordance with sub-paragraph (4)(a) or an agreed programme to be agreed within 14 days of notification of a Protective Work by the Engineer in accordance with paragraph (4)(a); and

(b) the undertaker must not commence the construction of a specified work unless approved by the Engineer (such approval to be provided within 14 days of request by the undertaker) or until the Engineer has notified the undertaker that the protective work has been practically completed to the Engineer's reasonable satisfaction (such approval to be provided within 14 days of notification of completion of the protective work by the undertaker).

(6) The withholding of an approval of the Engineer under this paragraph will be deemed to be unreasonable if it would prevent the undertaker from complying with any condition contained in Schedule 2 (Requirements) to this Order.

(7) The undertaker must pay to the Canal & River Trust a capitalised sum representing the reasonably increased or additional cost of maintaining and, when necessary, renewing any specified works or any permanent protective works provided under sub-paragraph (3) and sub-paragraph (5) respectively above for which the Canal & River Trust is liable to maintain, and of carrying out any additional dredging of the waterway reasonably necessitated by the exercise of any of the powers under this Order provided that, if the cost of maintaining the waterway or of works of renewal of the waterway is reduced in consequence of any such works, a capitalised sum representing such reasonable saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

(8) In the event that the undertaker fails to practically complete the construction of, or part of, a specified work, the Canal & River Trust may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that construction be practically completed. Any notice served under this sub-paragraph must state the works that are to be practically completed by the undertaker and lay out a reasonable timetable for the works' practical completion. If the undertaker fails to comply with this notice within 35 days (or the timescales set out in the timetable, whichever is the longer), the Canal & River Trust may undertake protective works to make safe the area and avoid detriment and the undertaker must reimburse the Canal &

River Trust all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Design of works

59.—(1) Save in respect of any works or plans already agreed in writing between the undertaker and the Canal & River Trust prior to the date of this Order, and without prejudice to its obligations under the foregoing provisions of this Part of this Schedule, the undertaker must consult, collaborate and respond constructively to any reasonable approach, suggestion, proposal or initiative made by the Canal & River Trust on—

(a) the design and appearance of any specified works and/or any protective works;

(b) the environmental effect of any specified works and/or any protective works, having regard to such views as may be expressed by the Canal & River Trust in response to such consultation pursuant in particular to the requirements imposed on the Canal & River Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995(**a**) and to the interest of the Canal & River Trust in preserving and enhancing the environment of its waterways;

(c) amendments or alterations to any management plan or action plan as may be approved pursuant to Schedule 2 of this Order in respect of or in connection with a specified work or a protective work; and

(d) the structural monitoring plan in respect of the Fiddler's Elbow Bridge (as identified in the First Iteration Monitoring Plan (Ref: CH2)).

Fencing

60. Where so required by the Engineer, the undertaker must, to the reasonable satisfaction of the Engineer, fence off a specified work or a protective work or take such other steps as the Engineer may require to be taken for the purpose of separating a specified work or a protective work from the waterway, whether on a temporary or permanent basis or both.

Notice of works

61.—(1) Without prejudice to sub-paragraphs (2) and (3), the undertaker must give to the Engineer 30 days' notice of its intention to commence the construction of any of the specified works or protective works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, the Canal & River Trust may where appropriate arrange for the publication notices bringing those works to the attention of users of the Canal & River Trust's Network.

(2) Unless prior notice is given by the undertaker to the Canal & River Trust, the undertaker must not completely close to navigation any part of the waterway between—

(a) 10pm and 6am during the months of April to October; or

(b) 7pm and 7am during the months of November to March.

(3) The undertaker will not construct or, to the extent that it would affect the waterway or any function of the Canal & River Trust, maintain any specified work outside of the timescales provided for within sub-paragraph (2) unless otherwise agreed in writing between the undertaker and the Canal & River Trust in accordance with the notice periods contained within the Code of Practice.

(4) This paragraph does not apply where the undertaker reasonably believes emergency works are required to prevent imminent injury or damage to persons or property provided that, in such circumstances, the undertaker must notify the Canal & River Trust as soon as reasonably practicable.

(**a**) 1996 c. i.

Lighting

62. Provided that such lighting does not result in any adverse environmental effects (as assessed and evidenced by the undertaker to the Canal & River Trust's reasonable satisfaction), the undertaker must provide and maintain as its own expense in the vicinity of the specified works or protective works such temporary lighting and such signal lights for the control of navigation as the Engineer may reasonably require during the construction or failure of the specified or protective works.

Survey of waterway

63.—(1) Before the commencement of the initial construction of any part of the specified works, and again following practical completion of the specified works, the undertaker must bear the reasonable and proper cost of the carrying out by a qualified surveyor (the "surveyor"), to be approved by the Canal & River Trust and the undertaker of a survey including a dip-survey to measure the depth of the waterway ("the survey") of so much of the waterway, and of any land and existing works of the undertaker which may provide support for the waterway, as will or may be affected by the specified works.

(2) For the purposes of the survey carried out under sub-paragraph (1), the undertaker must—

(a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land and existing works of the undertaker which may provide support for the waterway as will or may be affected by the specified works; and

(b) supply the surveyor as soon as reasonably practicable with all such information as he may reasonably require and which the undertaker holds with regard to such existing works of the undertaker and to the specified works or the method of their Construction.

(3) The reasonable costs of the survey must include the costs of any dewatering or reduction of the water level of any part of the waterway (where reasonably required) which may be effected to facilitate the carrying out of the survey and the provisions of this Part will apply with all necessary modifications to any such dewatering or reduction in the water level as though the same were specified works.

(4) Copies of the survey must be provided to both the Canal & River Trust and the undertaker at no cost to the Canal & River Trust.

Construction of specified works

64.—(1) Any specified works or protective works must, when commenced, be constructed—

(a) as soon as reasonably practicable in accordance with the plans approved or deemed to have been approved or settled as aforesaid and with any specifications made under paragraphs 58 (approval of plans, protective works, etc.) and 59 (design of works) of this Part;

(b) under the supervision (if given) and to the reasonable satisfaction of the Engineer;

(c) in such manner as to cause as little detriment as is reasonably practicable;

(d) in such manner as to cause as little inconvenience as is reasonably practicable to the Canal & River Trust, its officers and agents and all other persons lawfully using the waterways (including members of, and those authorised by, the Newark & District Piscatorial Federation), except to the extent that temporary obstruction has otherwise been agreed by the Canal & River Trust;

(e) in such a manner as to ensure that no materials are discharged or deposited into the waterway; and

(f) in compliance with the Code of Practice, where relevant.

(2) Nothing in this Order authorises the undertaker to make or maintain any permanent works in or over the waterway so as to impede or prevent (whether by reducing the width of the waterway or otherwise) the passage of any vessel which is of a kind (as to its dimensions) for which the

Canal & River Trust is required by section 105(1)(b) and (2) (maintenance of waterways) of the Transport Act 1968(**a**) to maintain the waterway.

(3) Following the practical completion of the construction of the specified works, the undertaker must restore the waterway to a condition (save in respect of the specified works themselves) no less satisfactory than its condition immediately prior to the commencement of those works unless otherwise agreed between the undertaker and the Canal & River Trust.

(4) In assessing whether the condition of the waterway is no less satisfactory than immediately prior to the works pursuant to sub-paragraph (3), the Canal & River Trust and the undertaker must take account of any survey issued pursuant to paragraph 63 (survey of waterway) and any other information agreed between them pursuant to this Part.

Prevention of pollution

65. The undertaker must not, in the course of constructing a specified work or a protective work or otherwise in connection therewith, do or permit anything which may result in the pollution of the waterway or the deposit of materials therein and must take such steps as the Engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph.

Access to work: provision of information

66.—(1) The undertaker, on being given reasonable notice, must—

(a) at all reasonable times allow 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.

(2) The Canal & River Trust, on being given reasonable notice, must—

(a) at all reasonable times afford reasonable facilities to the undertaker and its agents for access to any works carried out by the Canal & River Trust under this Part during their construction; and

(b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them, and the undertaker must reimburse the Canal & River Trust's reasonable costs in relation to the supply of such information.

Alterations to the waterway

67.—(1) If during the construction of a specified work or a protective work, or during a period of twenty four (24) months after the practical completion of those works, any alterations or additions (whether permanent or temporary) to the waterway are reasonably necessary in consequence of the construction of the specified work or the protective work in order to avoid detriment, and the Canal & River Trust 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 the Canal & River Trust the reasonable costs of those alterations or additions including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by the Canal & River Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing the waterway is reduced in consequence of any such alterations or additions, where reasonably justified, a capitalised sum representing such saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

(**a**) 1968 c. 73. Section 105(1) and (2) was amended by S.I. 2012/1659.

Maintenance of works

68.—(1) If at any time after the practical completion of a specified work or a protective work, not being a work vested in the Canal & River Trust, the Canal & River Trust gives notice to the undertaker informing it that it reasonably considers that the state of maintenance of the specified work or protective work appears to be such that the work is causing or likely to cause detriment, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment.

(2) The Canal & River Trust shall at all reasonable times afford reasonable access to its land or premises as is required by the undertaker in order to take such steps as are required by sub-paragraph (1).

Repayment of the Canal & River Trust's fees, etc.

69.—(1) The undertaker must pay to the Canal & River Trust in accordance with the Code of Practice all fees, costs, charges and expenses reasonably incurred by the Canal & River Trust—

(a) in constructing any protective works under the provisions of paragraph 58 (approval of plans, protective works etc.).

(b) in respect of the approval by the Engineer of plans submitted by the undertaker and the supervision by the Engineer of the construction or repair of a specified work and any protective works;

(c) in respect of the employment during the construction of the specified works or any protective works of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works or any protective works;

(d) in bringing the specified works or any protective works to the notice of users of the Canal & River Trust's Network; and

(e) in constructing and/or carrying out any measures related to any specified works or protective works which are reasonably required by the Canal & River Trust to ensure the safe navigation of the waterway save that nothing is to require the Canal & River Trust to construct and/or carry out any measures.

Making good of detriment, compensation and indemnity, etc.

70.—(1) If any detriment is caused by the construction or failure of the specified works or the protective works if carried out by the undertaker, the undertaker (if so required by the Canal & River Trust) must make good such detriment and pay to the Canal & River Trust all reasonable expenses incurred by the Canal & River Trust, and compensation for any loss sustained by the Canal & River Trust, in making good or otherwise by reason of the detriment.

(2) The undertaker is responsible for and must pay to the Canal & River Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Part which may be occasioned to and reasonably incurred by the Canal & River Trust—

(a) by reason of the construction of a specified work or a protective work of the failure of such a work; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work; and

subject to sub-paragraph (4), the undertaker must effectively indemnify and hold harmless the Canal & River Trust from and against all claims and demands arising out of or in connection with any of the matters referred to in sub-paragraphs (2)(a) and (2)(b).

(3) The fact that any act or thing may have been done by the Canal & River Trust on behalf of the undertaker, or in accordance with plans approved by the Engineer, or in accordance with any

requirement of the Engineer or under the Engineer's supervision, or in accordance with any directions or awards of an arbitrator, is not to excuse the undertaker from any liability under the provisions of this paragraph if it was done without negligence on the part of the Canal & River Trust or of any person in its employ or of its contractors or agents.

(4) Nothing in sub-paragraph (2) imposes any liability on the undertaker with respect to any detriment, damage, loss or interruption to the extent that it is attributable to the act, neglect or default of the Canal & River Trust, its officers, servants, contractors or agents.

(5) The Canal & River Trust must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(6) The aggregate cap of the undertaker's gross liability for consequential losses under this Part shall be limited to £50,000,000.00 (fifty million pounds) for any one occurrence or all occurrences of a series arising out of the one original cause.

Arbitration

71. Any difference arising between the undertaker and the Canal & River Trust under this Part (other than a difference as to the meaning or construction of this Part) must be referred to and settled by arbitration in accordance with article 56 (arbitration).

Capitalised sums

72. Any capitalised sum which is required to be paid under this Part must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.

As-built drawings

73. As soon as reasonably practicable following the completion of the construction of the authorised development, the undertaker must provide to the Canal & River Trust as-built drawings of any Specified Works in a form and scale to be agreed between the undertaker and the Canal & River Trust to show the position of those works in relation to the waterway.

PART 6

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC

Application

74. For the protection of National Grid Electricity Distribution (East Midlands) plc ("NGED"), the following provisions have effect unless otherwise agreed in writing between the undertaker and NGED.

Interpretation

75.—(1) In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and, where the context requires, includes any part of such alternative apparatus;

"alternative rights" means all and any necessary legal easements, leases, consents or permissions required by NGED in order to permit or authorise a diversion and to permit or authorise NGED to lay, keep, operate, maintain, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove the alternative apparatus;

"apparatus" means electric lines or electrical plant as defined in the Electricity Act 1989(**a**) belonging to or maintained by NGED;

"diversion" means an alteration to the NGED Network in order to enable or facilitate the authorised development;

"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;

"NGED" means National Grid Electricity Distribution (East Midlands) plc (company number 02366923) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB;

"NGED Network" means NGED's distribution network operated pursuant to its distribution licence issued pursuant to section 6 (licences authorising supply, etc.) of the Electricity Act 1989(**b**);

"plan" or "plans" includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"specified work" means so much of any of the authorised development that is carried out within 6 metres of any apparatus; and

other terms have the meaning given in article 2 (interpretation).

Precedence of 1991 Act in respect of apparatus in streets

76. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and NGED are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

No acquisition except by agreement

77. 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.

Removal of apparatus

78.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED to maintain that apparatus in that land or gain access to it must not be extinguished until alternative apparatus has been constructed, alternative rights acquired or granted for the alternative apparatus and the alternative apparatus is in operation and access to it has been provided if necessary to the reasonable satisfaction of NGED in accordance with sub-paragraphs (2) to (10) or with such alternative or supplementary provisions as the undertaker and NGED may agree between them.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to NGED 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.

(**a**) 1989 c. 29. The definition of "electrical plant" (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c. 27).

(**b**) Section 6 was amended by section 30 of the Utilities Act 2000 (c. 27), sections 136(1) and (2) and 145(5), (6) and (7) of, and paragraph 5 of Schedule 19 and Part 1 of Schedule 23 to, the Energy Act 2004 (c. 20), paragraph 2 of Schedule 8 to the Climate Change Act 2008 (c. 27, paragraph 1(3)(a) and (b) of Schedule 1 to the Nuclear Energy (Financing) Act 2022 (c. 15), sections 166(4) to (9) and 186(7) to (9) of the Energy Act 2023 (c. 52) and S.I. 2012/2400.

(3) If as a direct consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2), NGED must give to the undertaker 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 this Part will have effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).

(4) If as a direct consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker, the undertaker must afford to NGED the necessary facilities alternative rights and any necessary third party consent or approvals for the construction of alternative apparatus in the other land owned or controlled by the undertaker.

(5) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land, and alternative apparatus is to be constructed in land not owned or controlled by the undertaker as a consequence of the removal or diversion of apparatus, NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.

(6) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED may but shall not be compelled to use the powers of compulsory acquisition set out in this Order or the Electricity Act 1989 to obtain the necessary facilities and rights in the land outside the Order limits in which the alternative apparatus is to be constructed in accordance with a timetable agreed between NGED and the undertaker.

(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with paragraph 83 (expert determination).

(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled pursuant to paragraph 83, and after the acquisition by or grant to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required to be removed under the provisions of this Part of this Schedule.

(9) Regardless of anything in sub-paragraph (8), if the undertaker gives notice in writing to NGED 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 of the undertaker, that work, instead of being executed by NGED, must be executed by the undertaker—

(a) in accordance with plans and specifications and in such line or situation agreed between the undertaker and NGED or, in default of agreement, determined in accordance with paragraph 83; and

(b) without unnecessary delay under the superintendence, if given and to the reasonable satisfaction of NGED.

(10) Nothing in sub-paragraph (9) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or alternative apparatus, or execute any filling around the apparatus or alternative apparatus (where the apparatus or alternative apparatus is laid in a trench), within 600 millimetres of the point of connection or disconnection of such apparatus or alternative apparatus.

Facilities and rights for alternative apparatus

79.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of

the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights must be granted upon such terms and conditions as shall be agreed between the undertaker and NGED or, in default of agreement, settled in accordance with paragraph 83 (expert determination).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the expert must—

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

(b) have regard to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted;

(c) have regard to NGED's ability to fulfil its service obligations and comply with its licence conditions; and

(d) have regard to the standard form rights NGED ordinarily secures for the type of alternative apparatus to be constructed in the circumstances similar to the authorised development.

(3) If the facilities and alternative rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and alternative rights are to be granted, are in the opinion of the expert less favourable on the whole to NGED 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 expert must make such provision for the payment of compensation by the undertaker to NGED as appears to the expert to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

80.—(1) Not less than 60 days before the undertaker intends to start the execution of any specified work, where the removal of the apparatus in question has not been required under sub-paragraph (5), the undertaker shall submit to NGED a plan of the works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3) below.

(2) Subject to sub-paragraph (3), the undertaker shall not commence any works to which sub-paragraph (1) applies until NGED has identified any reasonable requirements it has for the alteration or protection of the apparatus or for securing access to it.

(3) If by the expiry of 60 days beginning with the date on which a plan under sub-paragraph (1) is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the specified works.

(4) The works referred to in sub-paragraph (1) must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with any reasonable requirements as may be notified in accordance with sub-paragraph (2) by NGED. NGED will be entitled to watch and inspect the execution of those works.

(5) At all times when carrying out the authorised development the undertaker shall comply with NGED's Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association's A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines (undated), the Health and Safety Executive's GS6 Avoiding Danger from Overhead Power Lines and the Health and Safety Executive's HSG47 Avoiding Danger from Underground Services (Third Edition) (2014) as the same may be replaced from time to time.

(6) If NGED, in accordance with sub–paragraph (2) and in consequence of the specified works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal or diversion of the apparatus had been required by the undertaker under paragraph 78(2) (removal of apparatus).

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 60 days before commencing the execution of any specified works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) The undertaker is not required to comply with sub–paragraph (1) in a case of emergency, but in that case it must give to NGED notice and a plan of those works as soon as reasonably practicable subsequently and must comply with any reasonable requirements stipulated by NGED under sub-paragraph (2) and with sub–paragraphs (4) and (5) in so far as is reasonably practicable in the circumstances. Nothing in this sub-paragraph prevents NGED from exercising its rights under sub-paragraph (6).

Expenses and costs

81.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the reasonable expenses reasonably incurred by NGED in or in connection with the inspection, removal, diversion, alteration or protection of any apparatus, the construction of any new connection or alternative apparatus and the acquisition or grant of alternative rights for the alternative apparatus, arising as a result of the powers conferred upon the undertaker pursuant to this Order.

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

(3) If in accordance with the provisions of this Part of this Schedule NGED requires that alternative apparatus of better type, greater capacity, greater dimensions or at a greater depth is necessary in substitution for existing apparatus which for NGED's network requirements is over and above what is necessary as a consequence of and for the purpose of the authorised development, NGED shall reduce the cost of such additional requirements from the amount payable by the undertaker pursuant to sub-paragraph (1).

(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 NGED in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on NGED any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Liability

82.—(1) Subject to sub-paragraph (2), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NGED the undertaker is to—

(a) bear and pay the cost reasonably incurred by NGED in making good such damage or restoring the supply; and

(b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED 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 NGED, its officers, servants, contractors or agents.

(3) NGED must give the undertaker reasonable notice of any third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(4) NGED must act reasonably in relation to any claim or demand served under sub-paragraph (1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands and penalties to which a claim or demand under sub-paragraph (1) applies.

(5) NGED's liability to the undertaker for negligence or breach of contract, in respect of each diversion, shall be limited to the value of that diversion and NGED shall not otherwise be liable to the undertaker for any losses or costs incurred by the undertaker resulting from delays to the authorised development as a result of its failure to undertake works to deliver any alternative apparatus.

Expert determination

83.—(1) Article 56 (arbitration) shall apply to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).

(2) Save as provided for in sub–paragraph (1) or sub–paragraph (7), any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers, the President of the Institution of RICS or the President of the Institution of Engineering and Technology (as relevant and agreed between NGED and the undertaker, both acting reasonably and without delay).

(3) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and, in the absence of the difference being settled within that period, the expert must be appointed within 21 days of the notification of the dispute.

(4) The costs and fees of the expert and the costs of NGED and the undertaker are payable by the parties in such proportions as the expert may determine. In the absence of such determination, the costs and fees of the expert are payable equally by the parties who shall each bear their own costs.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 14 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 14 days of receipt of the submissions under paragraph (b); and

(d) give reasons for the decision.

(6) The expert must consider, where relevant—

(a) the development outcome sought by the undertaker;

(b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;

(c) the nature of the power sought to be exercised by the undertaker;

(d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party;

(e) NGED's service obligations and licence conditions; and

(f) any other important and relevant consideration.

(7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 56.

SCHEDULE 10

Articles 2 and 54

DOCUMENTS TO BE CERTIFIED

(1) *Document*	*(2)* *Document reference*	*(3)* *Revision*
Agricultural Land Plan – Regulation 5(2)(i)	TR010065/EXAM/7.71	1
Archaeological Management Plan – Regulation 5(2)(a)	TR010065/APP/6.8	3
Bat Box Specification – Regulation 5(2)(q)	TR010065/EXAM/7.70	1
Barn Owl Nest Box Specification – Regulation 5(2)(q)	TR010065/EXAM/7.69	1
Book of Reference – Regulation 5(2)(d)	TR010065/APP/4.3	7
Classification of Roads Plans – Regulation 5(2)(o)	TR010065/APP/2.9	
Crown Land Plans – Regulation 5(2)(n)	TR010065/APP/2.11	
Engineering Plans and Sections – Regulation 5(2)(o) and 6(2)	TR010065/APP/2.6	
Environmental Masterplan – Regulation 5(2)(a)	Figure 2.3 in TR010065/APP/6.2	2
Environmental Statement – Regulation 5(2)(a)	TR010065/APP/6.1-6.3	2
First Iteration Environmental Management Plan – Regulation 5(2)(a)	TR010065/APP/6.5	6
Flood Risk Assessment – Regulation 5(2)(e)	Appendix 13.2 in TR010065/APP/6.3	3
Land Plans – Regulation 5(2)(i)	TR010065/APP/2.2	3
Outline Traffic Management Plan – Regulation 5(2)(q)	TR010065/APP/7.7	7
Pre-commencement Plan – Regulation 5(2)(q)	TR010065/APP/6.9	5
Streets, Rights of Way and Access Plans – Regulation 5(2)(k)	TR010065/APP/2.4	2
Traffic Regulation Measures Plans – Regulation 5(2)(o)	TR010065/APP/2.7	
Tree Protection Plans – Regulation 5(2)(o)	TR010065/APP/2.13	
Utilities Works Plans – Regulation 5(2)(o)	TR010065/APP/2.10	
Works Plans – Regulation 5(2)(j)	TR010065/APP/2.3	2
Permanent Speed Limit Plans – Regulation 5(2)(o)	TR010065/APP/2.8	
Design Principles – Regulation 5(2)(q)	Annex A of TR010065/APP/7.5	3
Special Category Land Plans – Regulation 5(2)(i)(iv)	TR010065/APP/2.12	2

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises National Highways Limited to undertake works to widen 6.5km of the existing single carriageway to create a dual carriageway providing two lanes in each direction between Farndon and Winthorpe roundabouts near Newark-on-Trent and carry out all associated works.

The Order permits National Highways Limited to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

The Order also makes provision in connection with the maintenance of the authorised development.

A copy of the plans, engineering plans and sections, book of reference and environmental statement mentioned in this Order and certified in accordance with article 54 (certification of documents, etc.) may be inspected free of charge during working hours at National Highways, 2 Colmore Square, Birmingham B4 6BN.

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